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Reference	IOR/R/15/5/143
Title	'File 2/5 IV SHAIKH'S DATE GARDENS'
Date(s)	12 Oct 1933-26 Oct 1934 (CE, Gregorian)
Written in	English, Arabic and Turkish in Latin and Arabic script
Extent and Format	1 volume (243 folios)
Holding Institution	British Library: India Office Records and Private Papers
Copyright for document	Public Domain

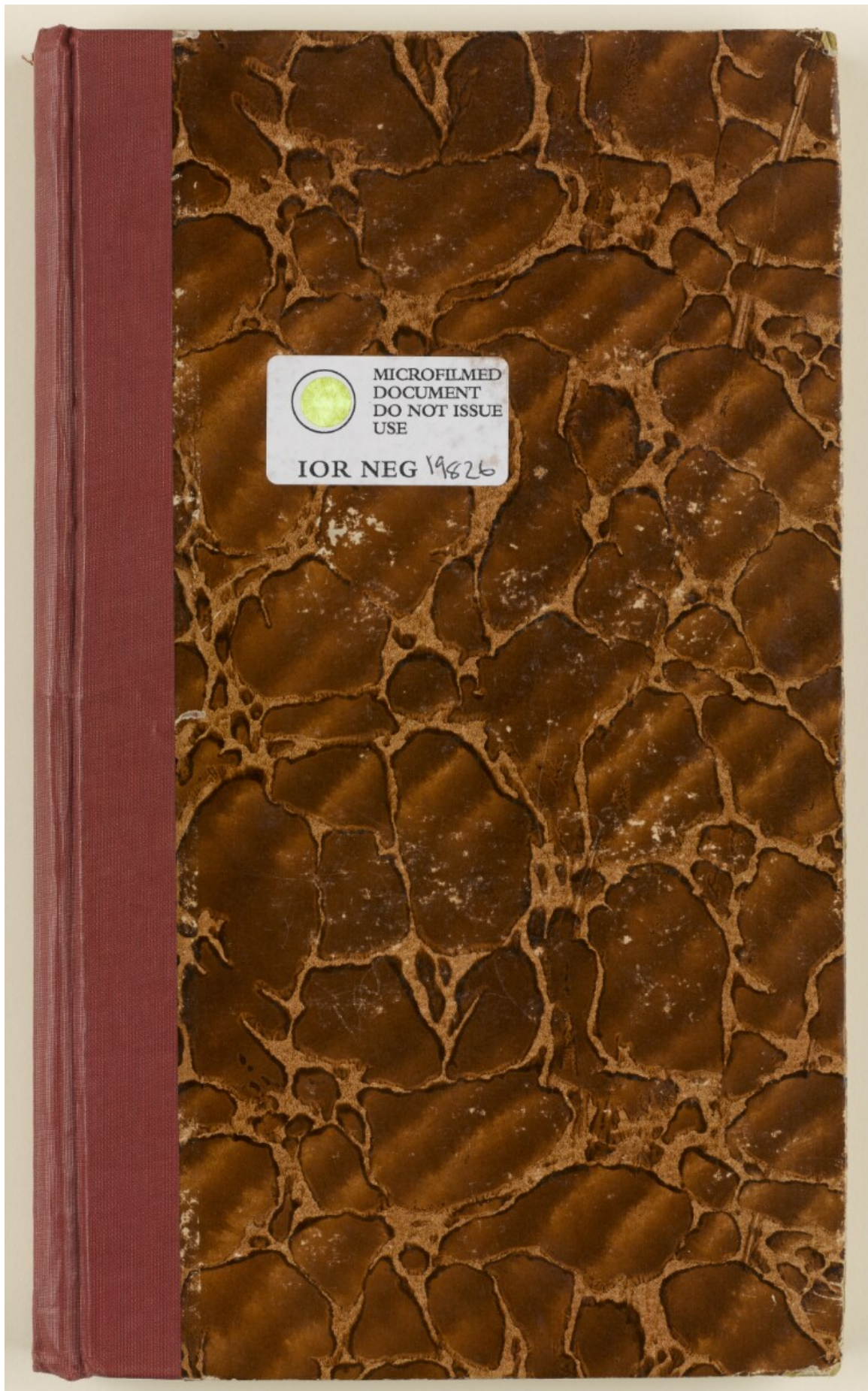
About this record

The volume contains correspondence related to the date gardens owned by the Shaikh of Kuwait, Aḥmad al-Jābir Āl Ṣabāḥ, in southern Iraq. In particular, the correspondence concerns the agrarian troubles in the Shaikh's gardens caused by the tenants and the *fellaheen* working there who were refusing to pay revenue to the Shaikh.

In the volume, British officials discuss issues related to the land registration granted to the Shaikh by Sir Henry Dobbs, Revenue Commissioner, Basra, in 1915, and the importance of obtaining an original copy of the claimed Power of Attorney authorising the sale of the land by Ahmed Pasha al-Zuhair.

British officials correspond with the Shaikh and his lawyer, Jacob Gabriel. The lawyer in turn reported to the Political Agent, Kuwait, and to the Shaikh of Kuwait, on a few issues, including: the troubles caused by the *fellaheen*, procedures at the court in Basra, the Iraqi Government's involvement in the case and the Iraqi Limitation Law.

The volume includes copy of legislations under the title "Fellah's Rights and Duties" (ff 58-68) issued by the King of Iraq and published in *Al-Waqa'i' Al-Iraqiyya* newspaper. It also includes notes of a meeting (ff 101-114) held at the Foreign Office, on February 1934, between British officials discussing the date gardens case.



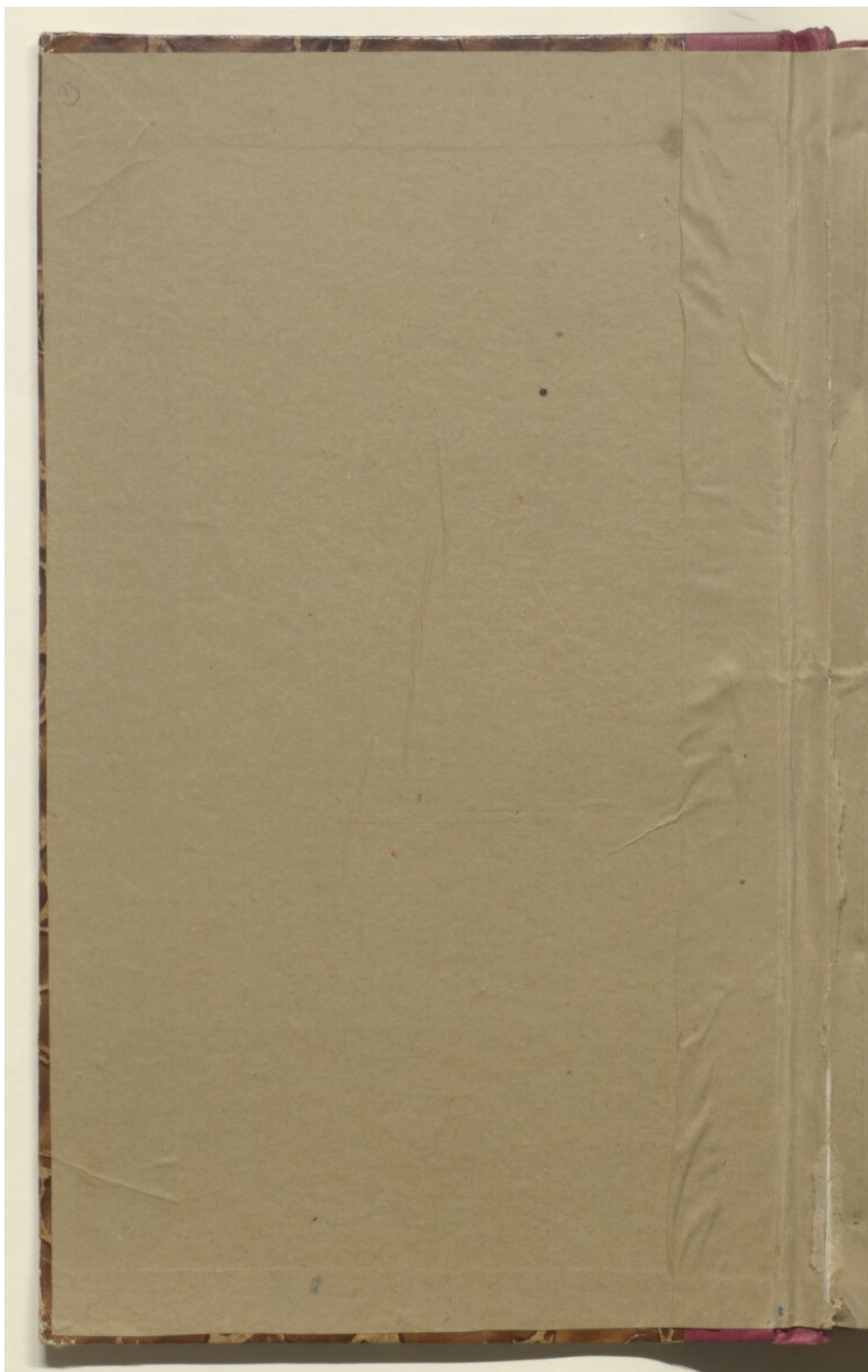


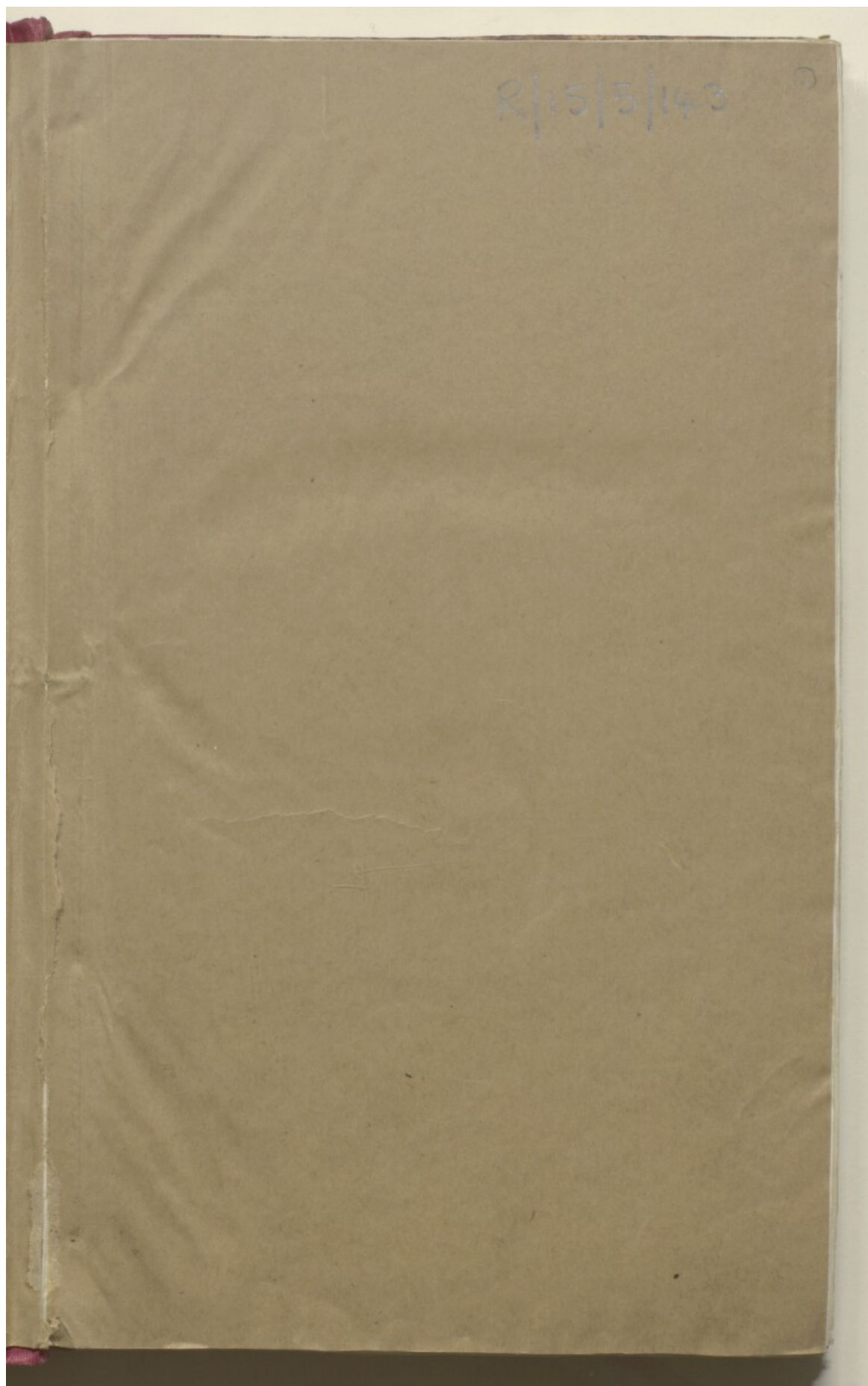


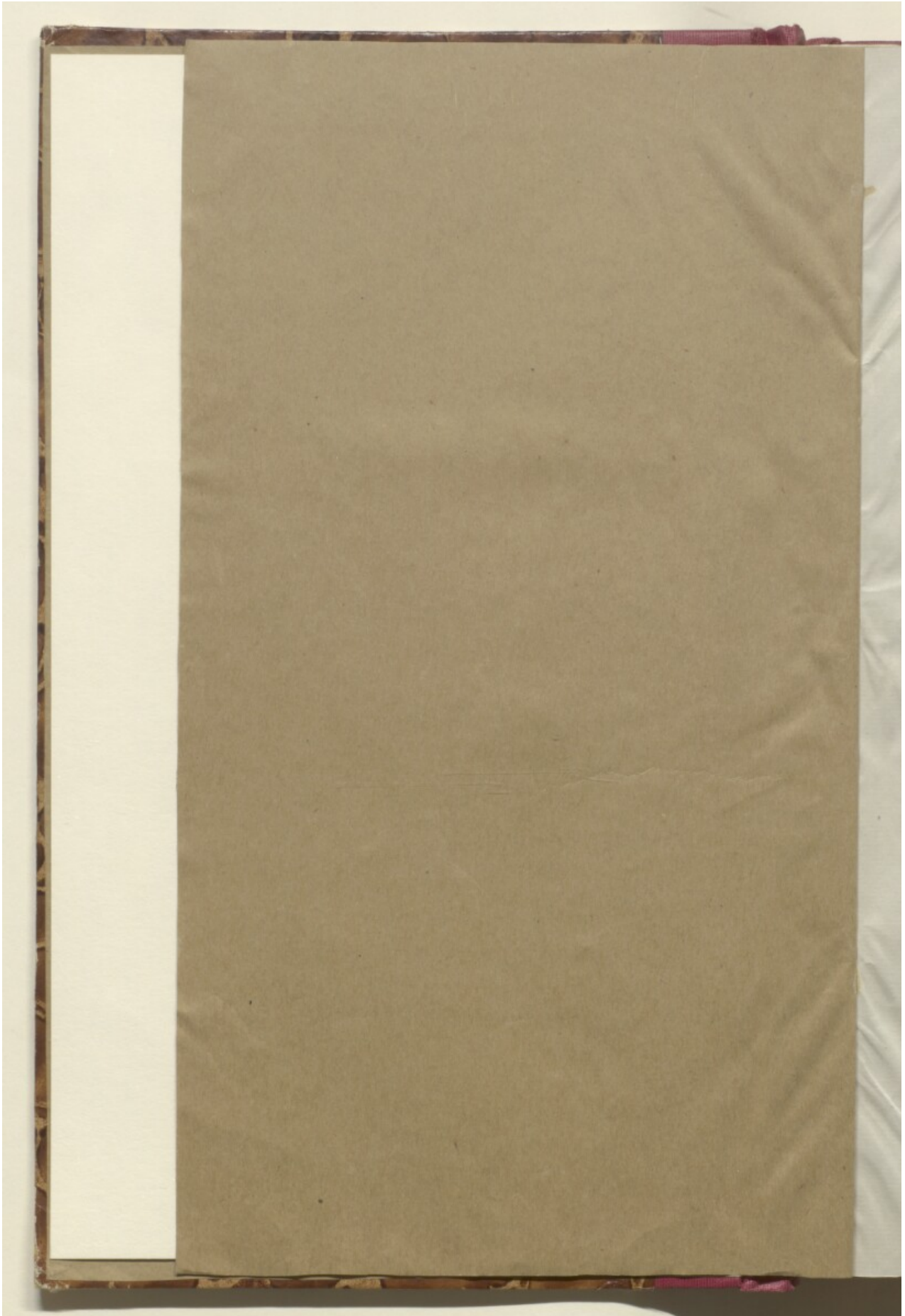


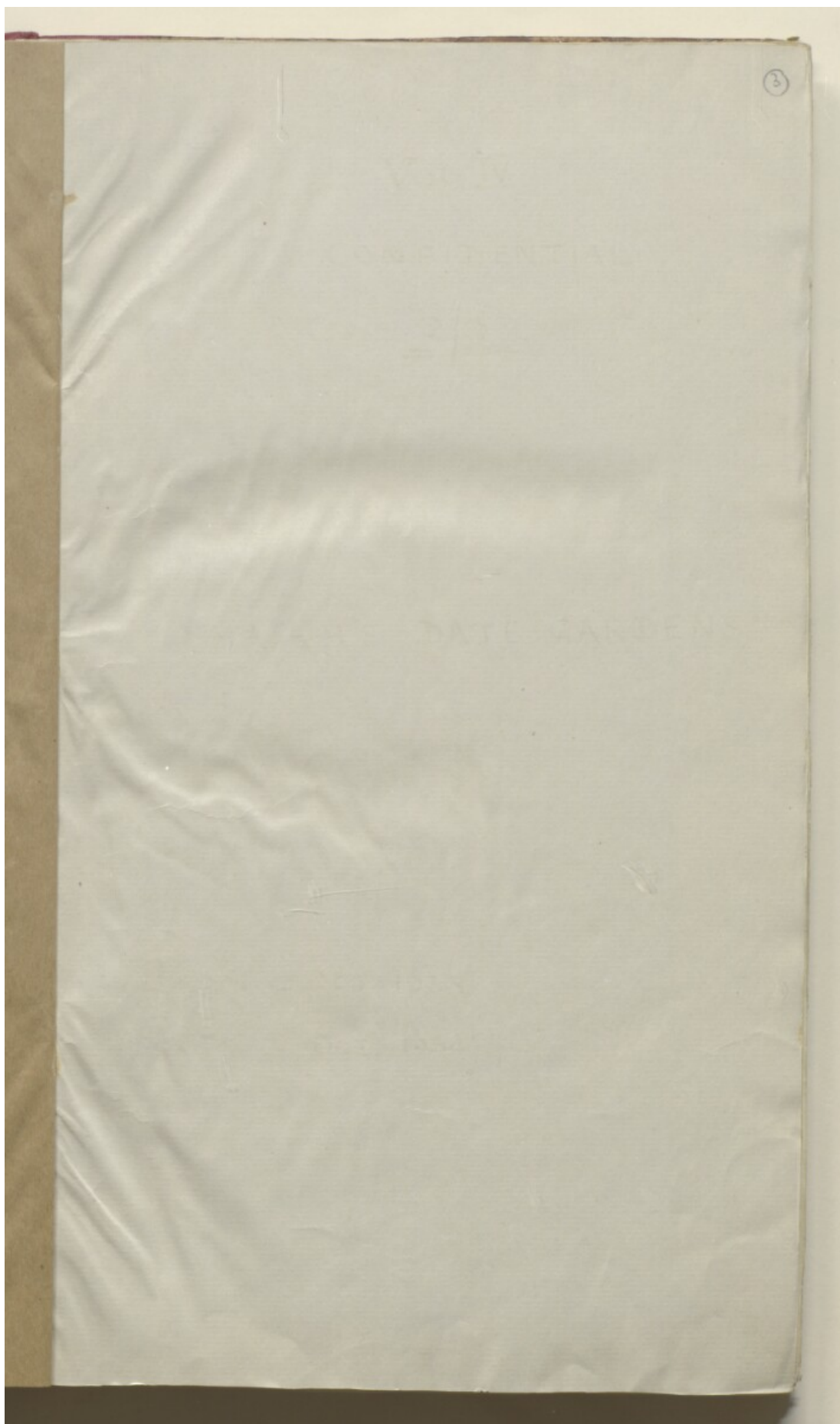




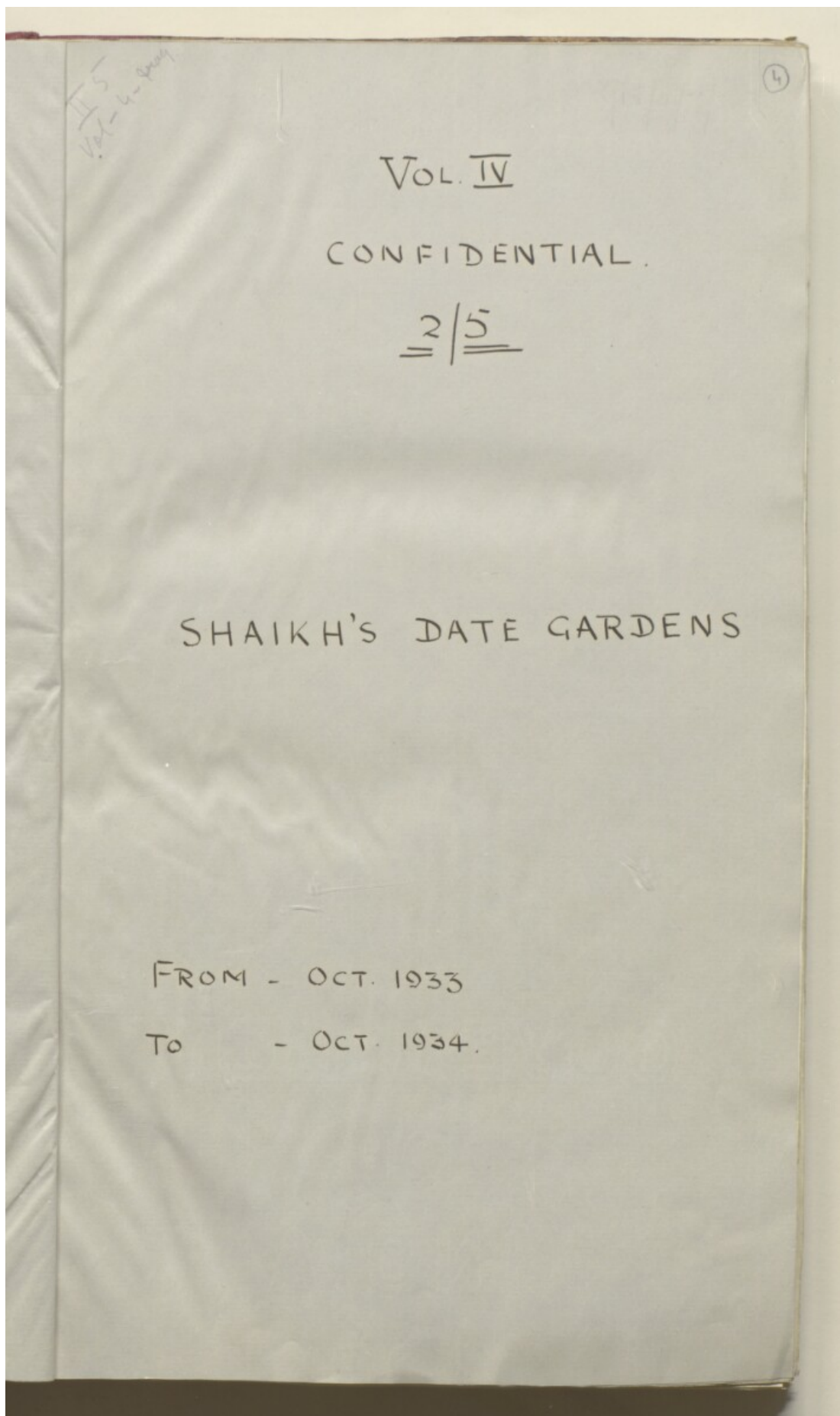


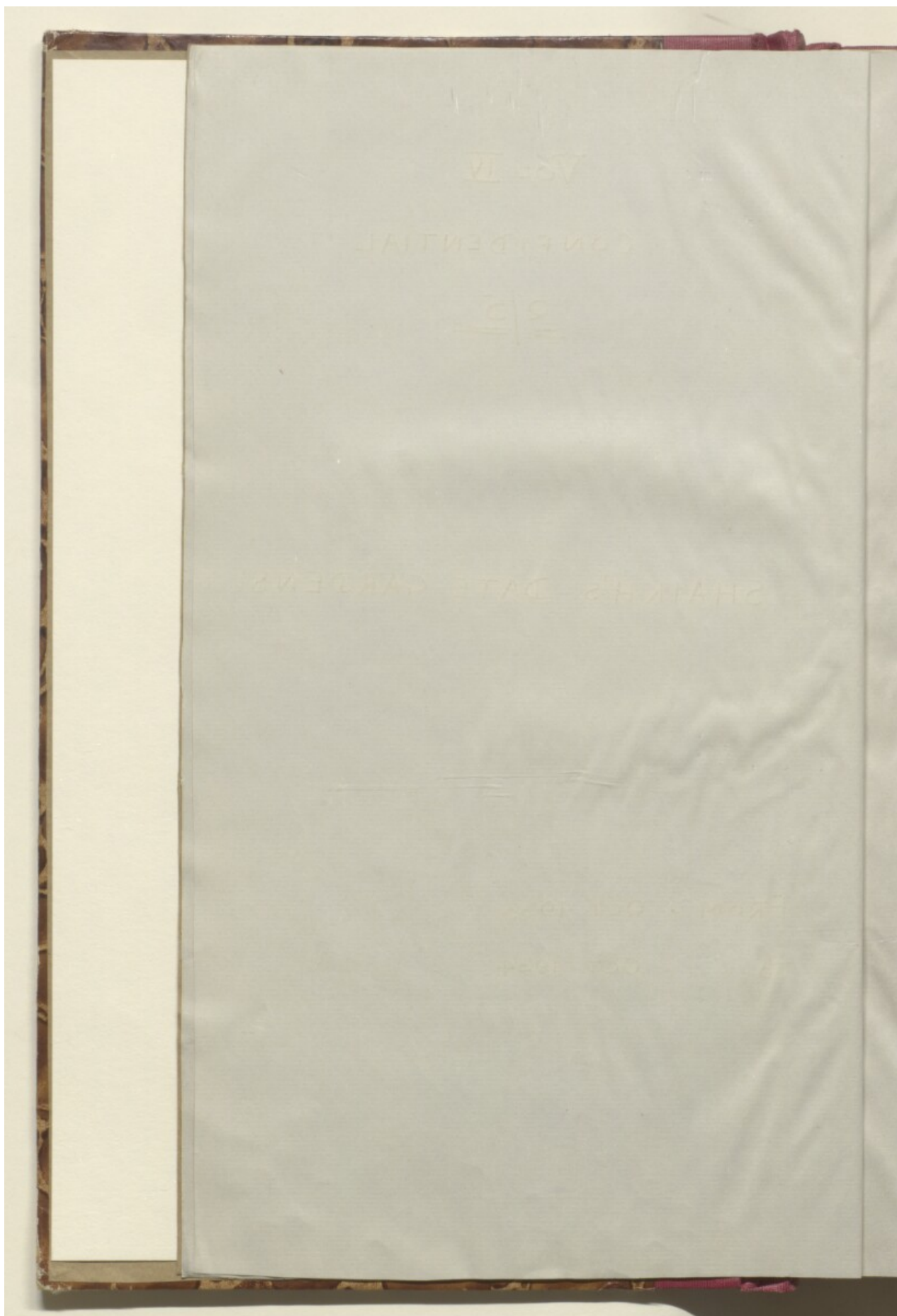


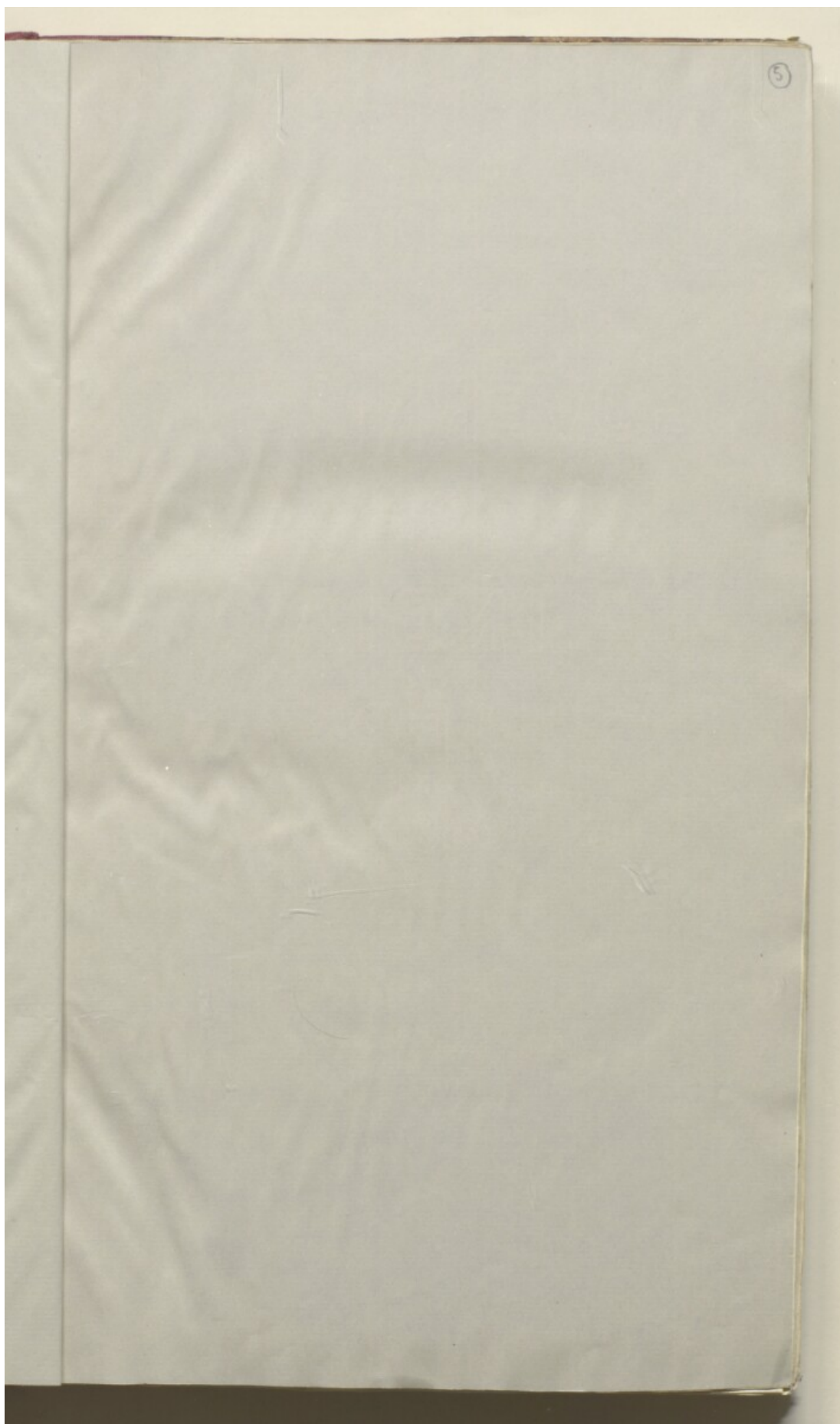


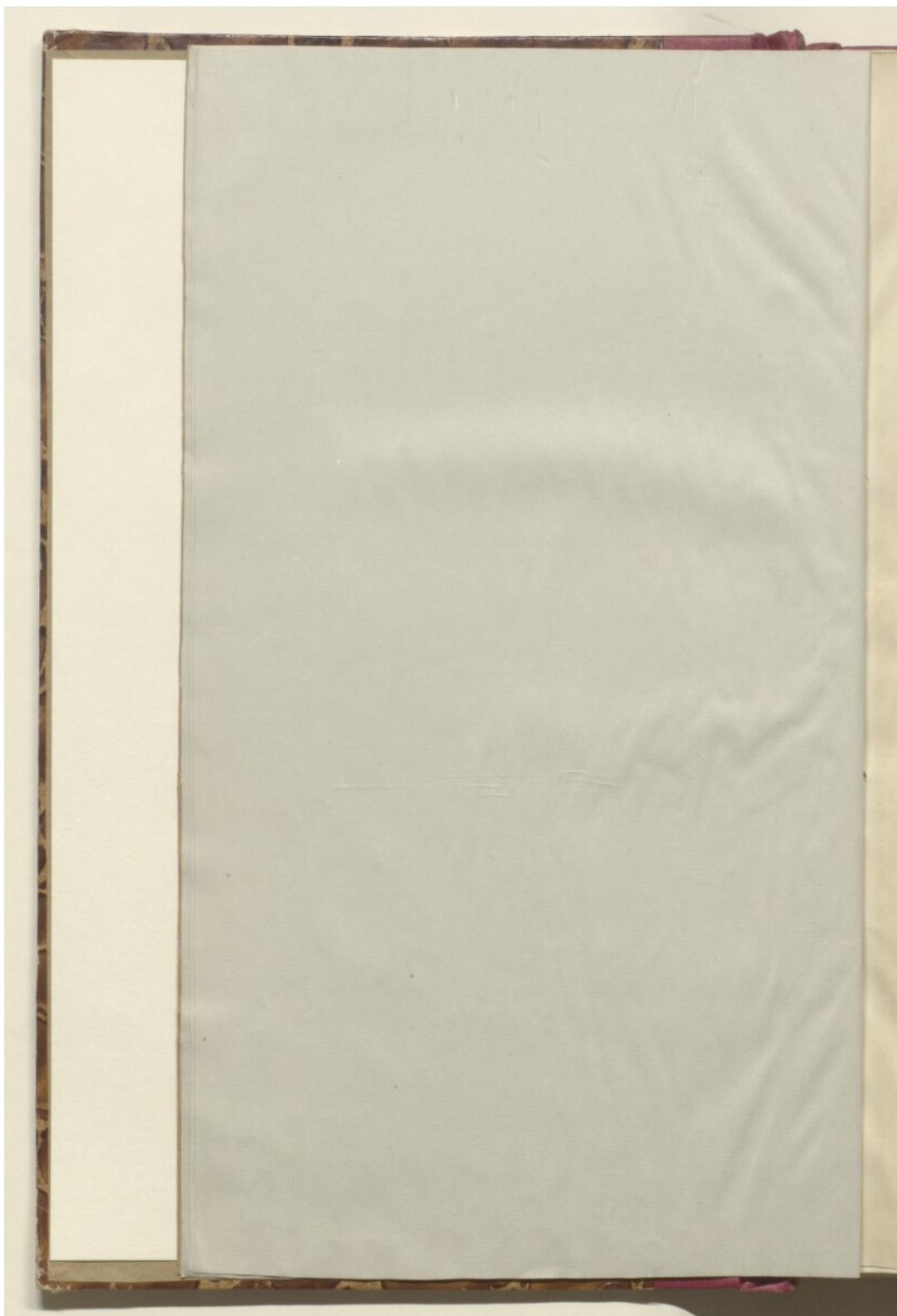


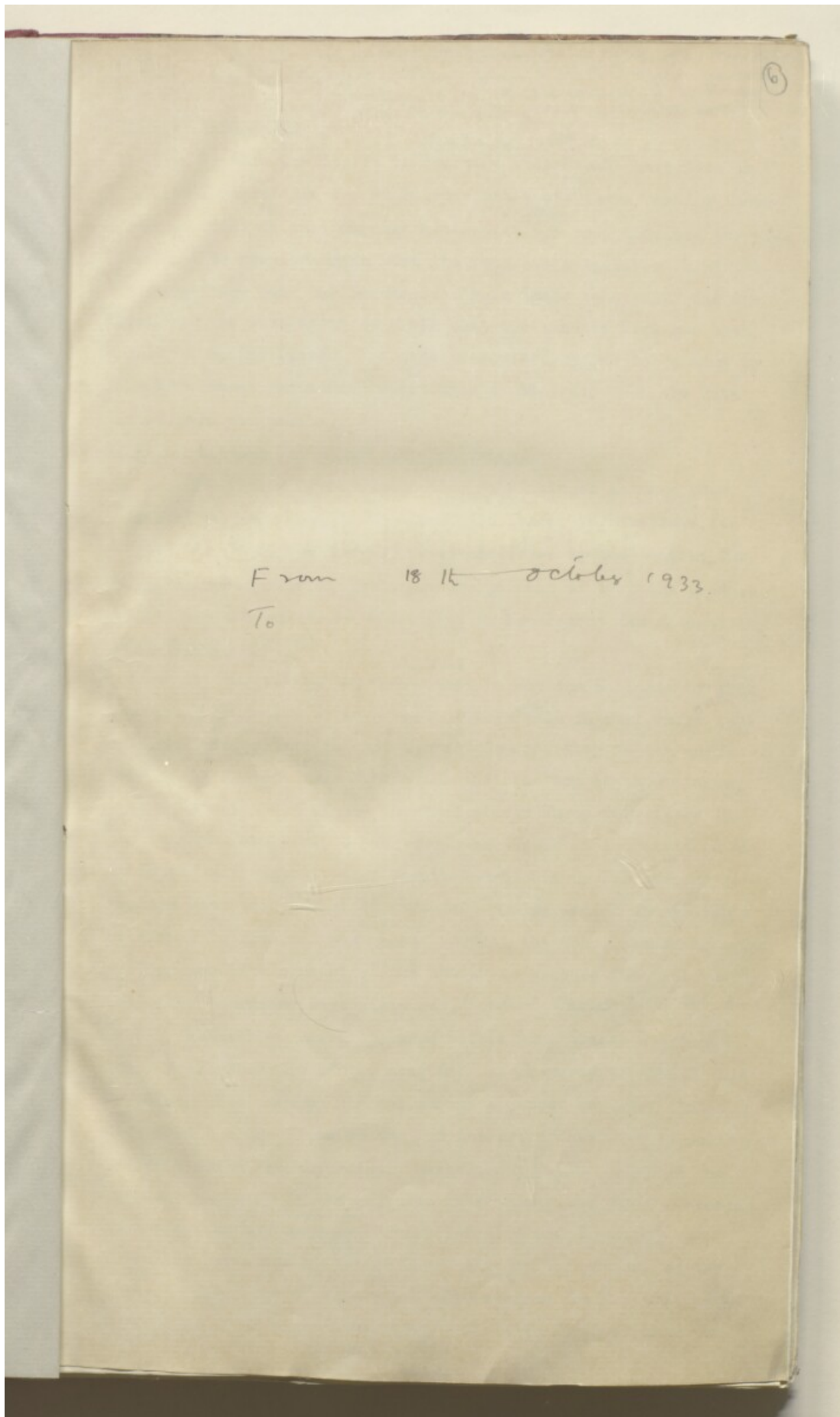


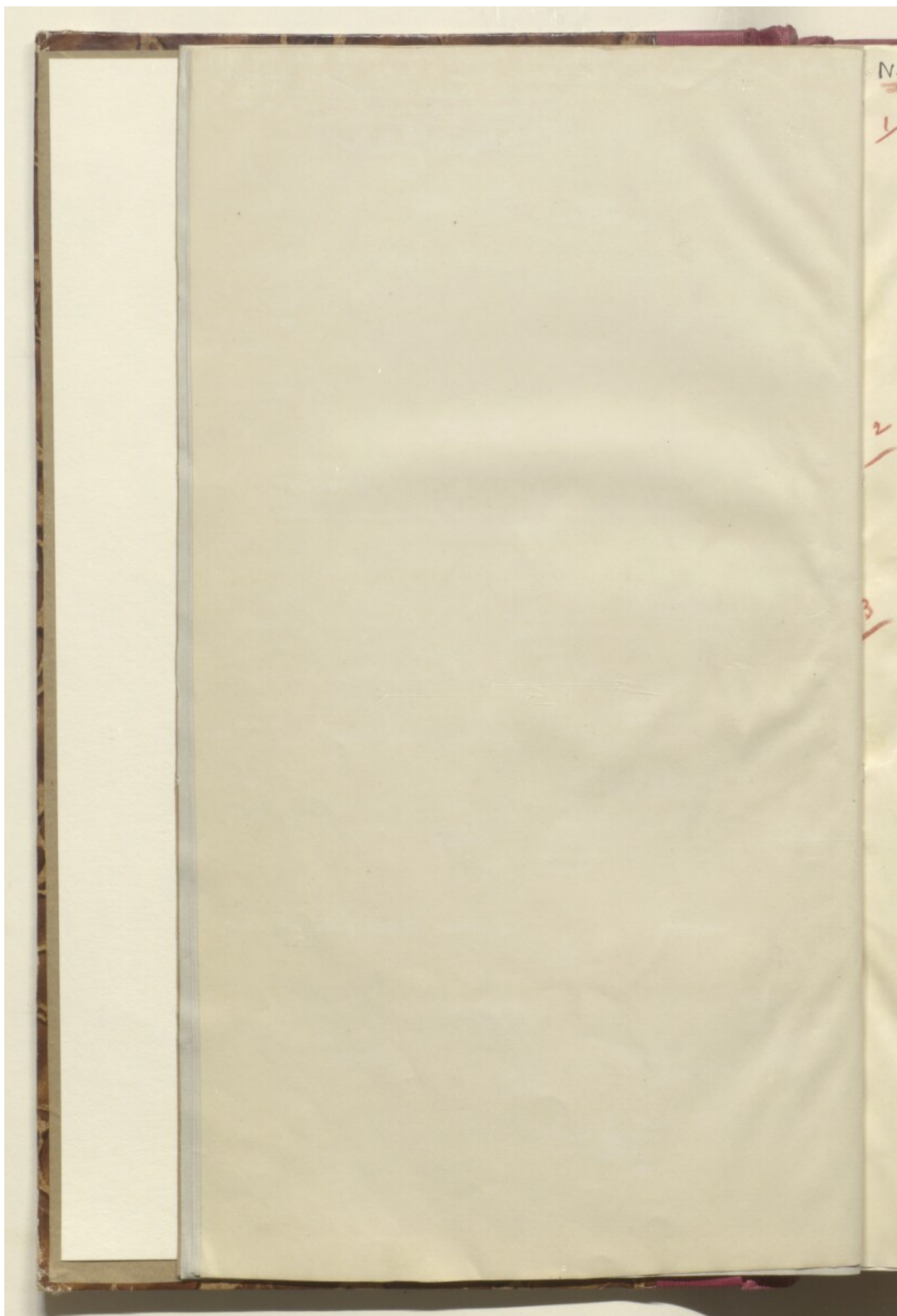














Note A Criticism of the Mubasani Barras memo c/318 of 27 Aug 1933
to the Minister of the Interior, given to the Pol. Agent Kuwait
by Mr. Garrie, the Shaikh's lawyer, in the course of
a confidential conversation held on 9. Oct 1933

1. MULK IN FAO LANDS:

In this portion it is admitted that Sabahs have been in
continual possession for at least eighty years, there remains there-
fore no cause to call ~~direct~~ ^{upon} history as how they acquired the land
inasmuch as even assuming that the land was originally Miri (Go-
vernment) the same has become Sarf Mulk (sole ownership) and the
right of the Government to claim that the land is Miri has been,
since 1890, time barred (The time prescribed by law for claims by
the Government pertaining to Miri lands is 36 years from the date
of adverse possession).

2. TA'AMUL BETWEEN THE MALLAK AND THE TA'AB:

The 40 and other number of jeribs alleged to have been
excepted as belonging to Al-Jabran and others is, ~~exaggerated~~, far
beyond the truth (better have this confirmed by the Shaikh). The
simultaneously made statement, as the payment of $\frac{1}{3}$ of the produce
thereof to the Shaikh, is sufficient to contradict the allegation.

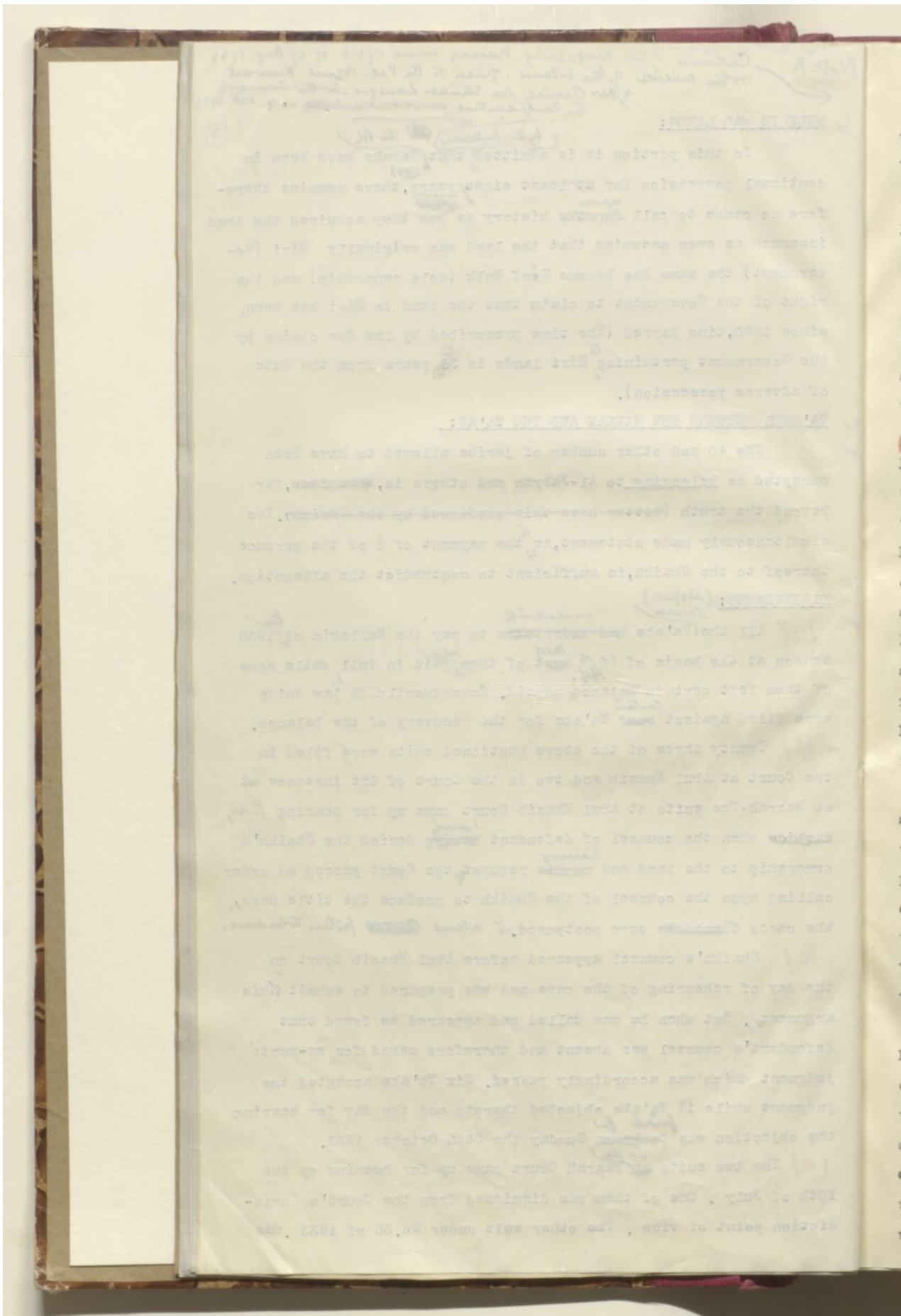
3. DIFFERENCES: (dispute)
Shukran

(a) All the Ta'abs had undertaken to pay the Mallakia of 1932
season at the basis of 56 ^{Moat} ~~of them~~ ^{later} paid in full while some
of them left certain balance unpaid. Consequently 25 law suits
were filed against ~~some~~ ^{certain} Ta'abs for the recovery of the balance.

(b) Twenty three of the above mentioned suits were filed in
the Court at Abul Khasib and two in the Court of 1st instance at
at Basrah. The suits at Abul Khasib Court came up for hearing first,
~~second~~ when the counsel of defendant ~~had~~ ^{having} denied the Shaikh's
ownership to the land and ~~had~~ ^{having} request, the Court passed an order
calling upon the counsel of the Shaikh to produce the title deeds.
the cases ~~therefore~~ were postponed to allow ~~cases~~ ^{an} further to be done.

(c) Shaikh's counsel appeared before Abul Khasib Court on
the day of rehearing of the case and was prepared to submit his
argument. But when he was called and appeared he found that
defendant's counsel was absent and therefore asked for ^{an} ex-parte
judgment which was accordingly passed. Six Ta'abs accepted the
judgment while 17 Ta'abs objected thereto and the day for hearing
the objection was ~~to be on~~ ^{fixed for} Sunday the 24th October 1933.

(d) The two suits ~~at~~ ^{in the} Basrah Court came up for hearing on the
10th of July. One of them was dismissed from the Court's Juris-
diction point of view. The other suit under No. 36 of 1933 was





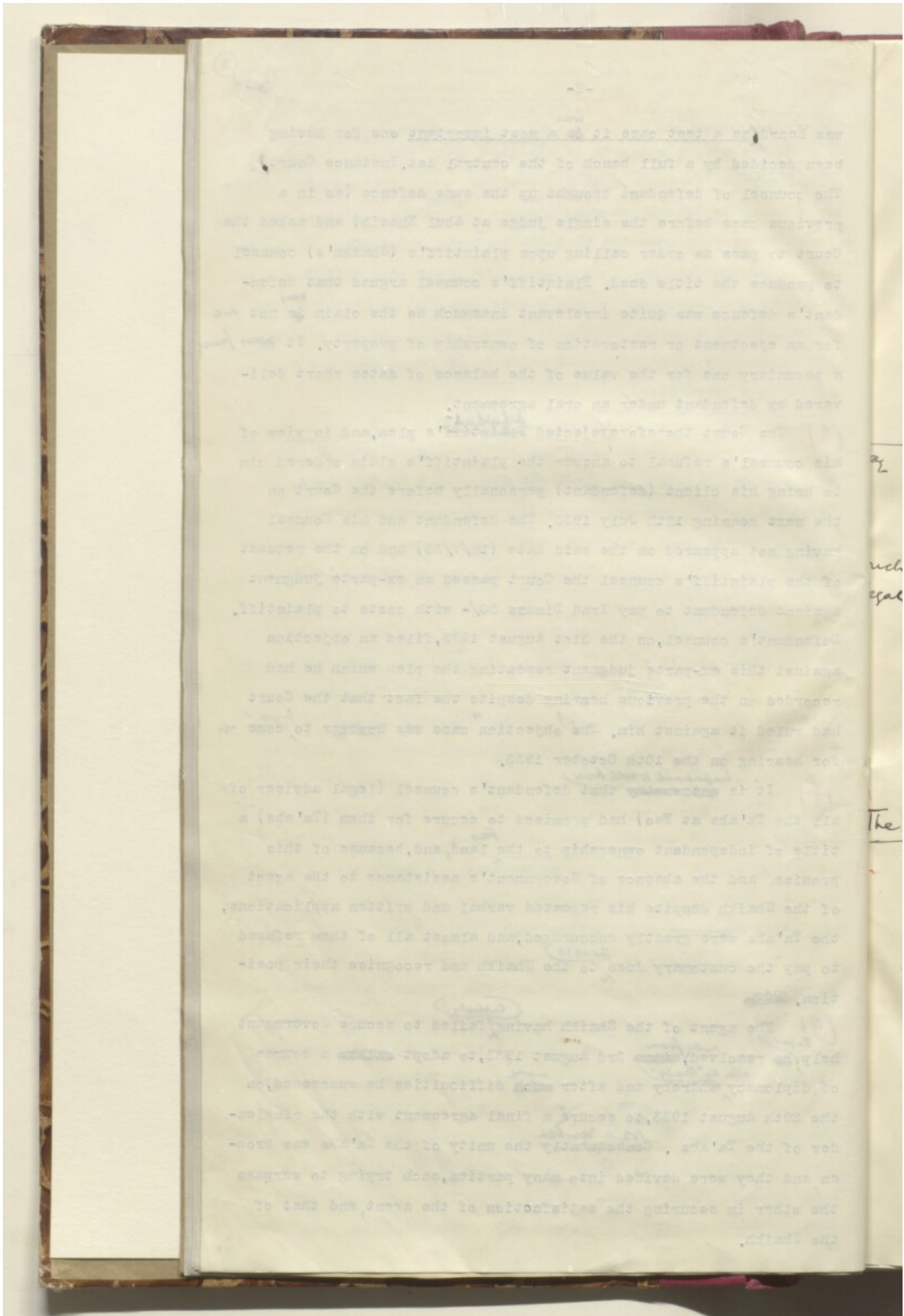
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was heard ^{was} (as a test case it ~~is~~ a most important one for having been decided by a full bench of the central 1st. Instance Court). The counsel of defendant brought up the same defence (as in a previous case before the single judge at Abul Khasib) and asked the Court to pass an order calling upon plaintiff's (Shaikh's) counsel to produce the title deed. Plaintiff's counsel argued that defendant's defence was quite irrelevant inasmuch as the claim ^{was} ~~is~~ not ^{was} ~~is~~ for an ejectment or restoration of ownership of property. It ^{was} ~~is~~ a pecuniary one for the value of the balance of dates short delivered by defendant under an oral agreement.

(8) The Court therefore ^{defendant's} ~~rejected~~ ^{defendant's} ~~plaintiff's~~ plea, and in view of his counsel's refusal to answer the plaintiff's claim ordered him to bring his client (defendant) personally before the Court on the next hearing 18th July 1933. The defendant and his Counsel having not appeared on the said date (18/7/33) and on the request of the plaintiff's counsel the Court passed an ex-parte judgment against defendant to pay Iraq Dinars 50/- with costs to plaintiff. Defendant's counsel, on the 31st August 1933, filed an objection against this ex-parte judgment repeating the plea which he had recorded on the previous hearing despite the fact that the Court had ruled it against him. The "objection" case was ^{however} ~~to~~ ^{come} for hearing on the 10th October 1933.

(17) It is ^{important to note here} ~~noted~~ that defendant's counsel (legal adviser of all the Ta'abs at Fao) had promised to secure for them (Ta'abs) a title of independent ownership to the ^{Fao} ~~land~~, and, because of this promise and the absence of Government's assistance to the agent of the Shaikh despite his repeated verbal and written applications, the Ta'abs were greatly encouraged, and almost all of them refused to pay the customary dues ^{for 1933} to the Shaikh and recognise their position.

(19) The agent of the Shaikh having ^{entirely} ~~failed~~ to secure Government help ^{so far} ~~as~~ resolved ^{from} ~~on~~ 3rd August 1933, to adopt ~~such~~ a course of diplomacy ^{with the Ta'abs} whereby and after ^{many} ~~some~~ difficulties he succeeded, on the 29th August 1933, to secure a final agreement with the ringleader of the Ta'abs. ^{As a result} Consequently the unity of the Ta'abs was broken and they were divided into many parties, each trying to surpass the other in securing the satisfaction of the agent, and that of the Shaikh.



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The final agreement with the ringleader contained two

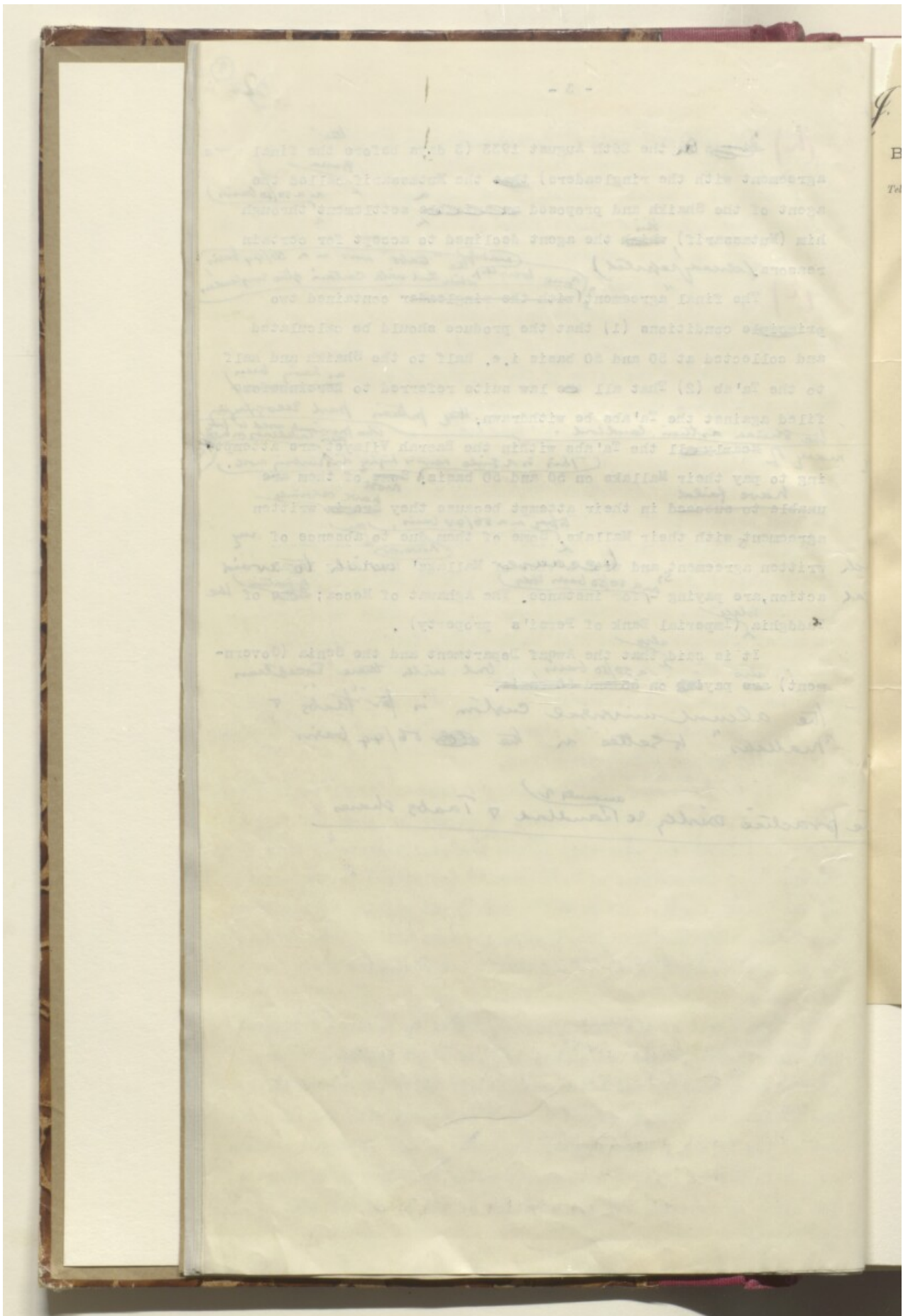
filed against the Ta'abs be withdrawn; ^{they} ^{interim} ^{part} ^{recognizing}
the Shian as their landlord. ^{who previously used to take}
^{landlord on a}

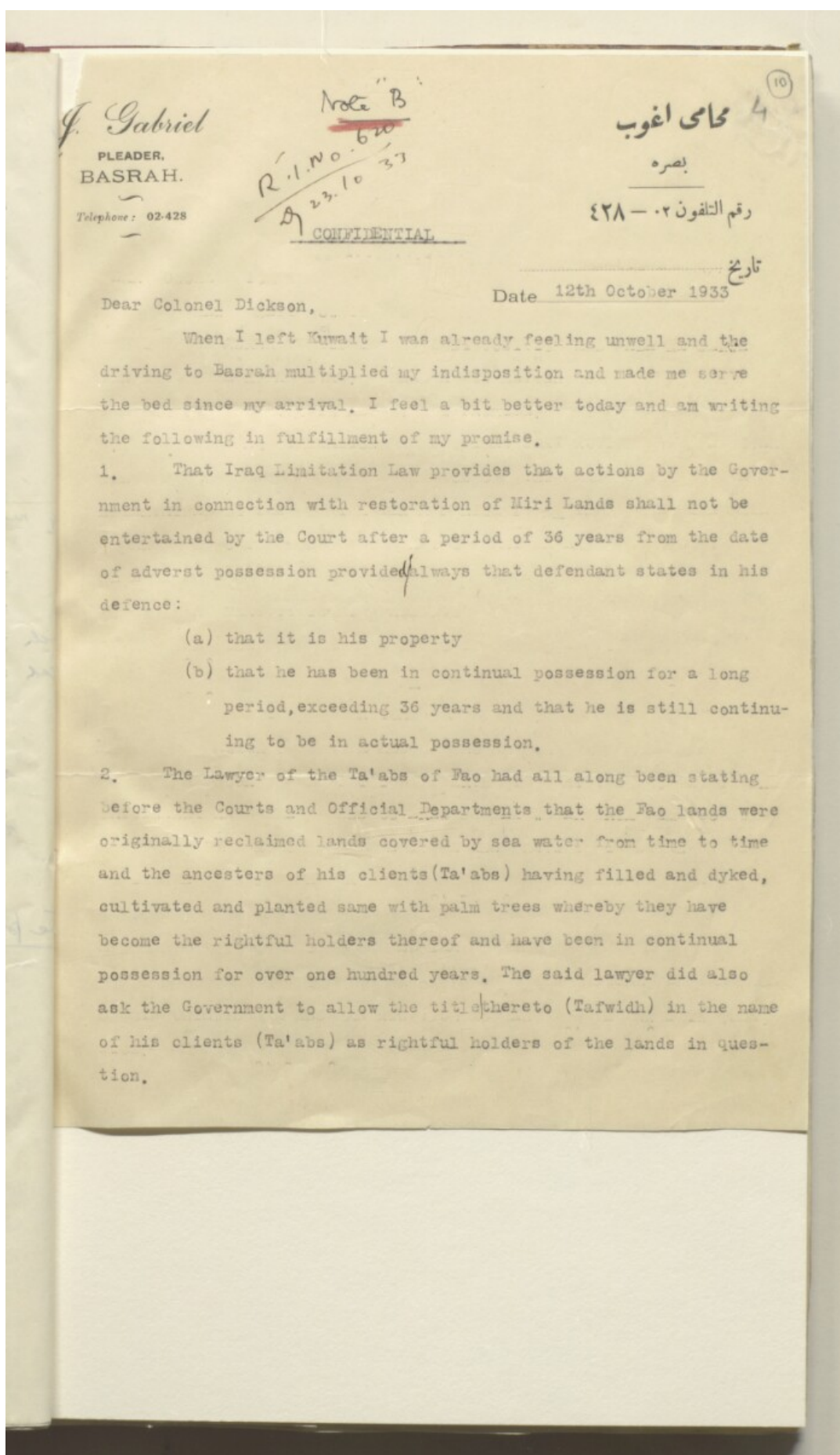
written agreement and ^{because} ^{never} Malleks' wish to avoid
S, ^{and 50/50 basis today} ^{A portion}

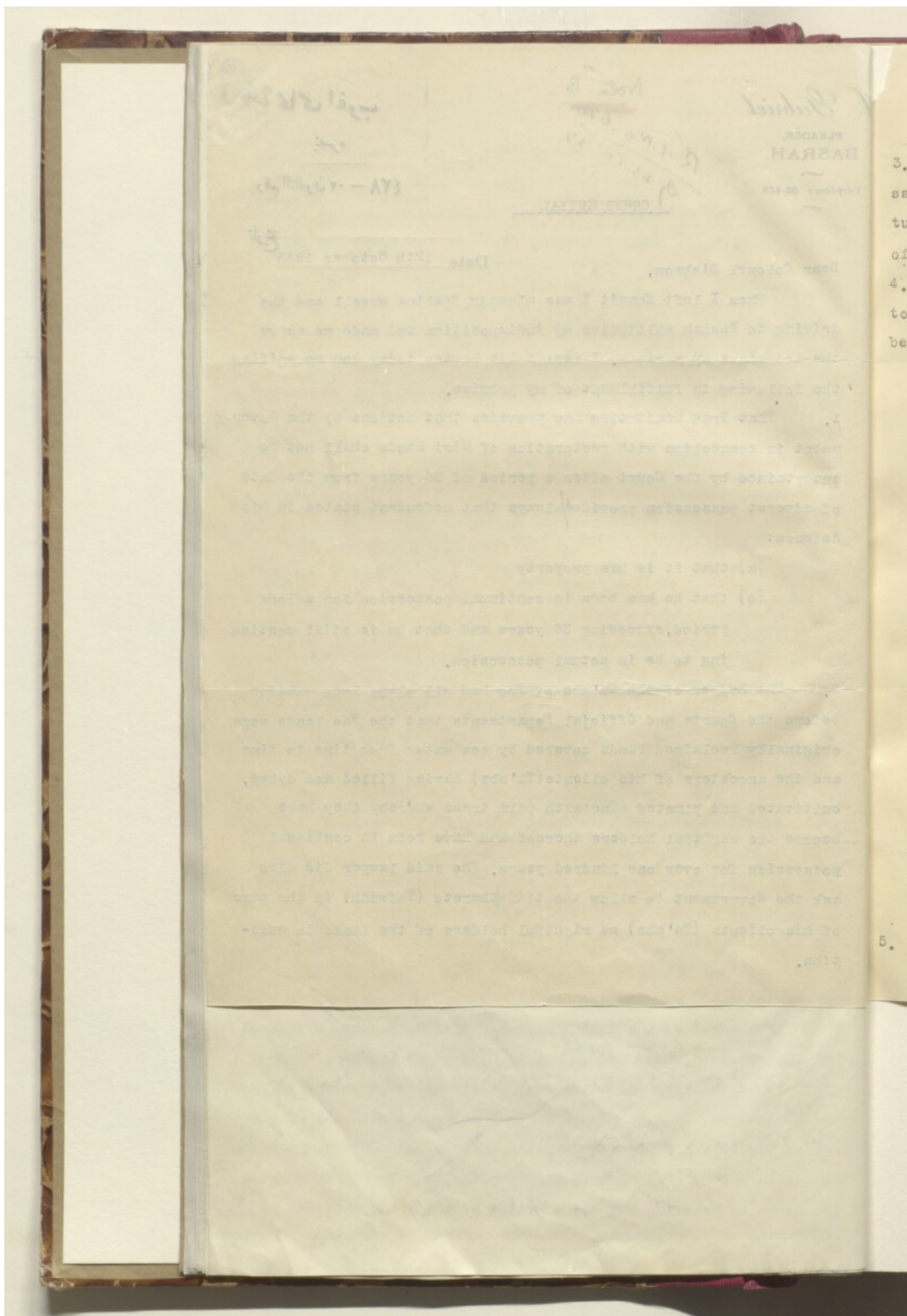
It is said ^{also} that the Awqaf Department and the Senia (Govern-
ment) ^{also} ~~are~~ ^{are} ~~paying~~ ^{paying} ~~a 50/50 basis~~ ^{a 50/50 basis}, but with these exceptions

The almost universal custom is for "daabs" & "mallaks" to settle on the ~~old~~ 56/44 basis

The practice is only ^{amounts to} 2/3 of Tandy's shares









- 2 -

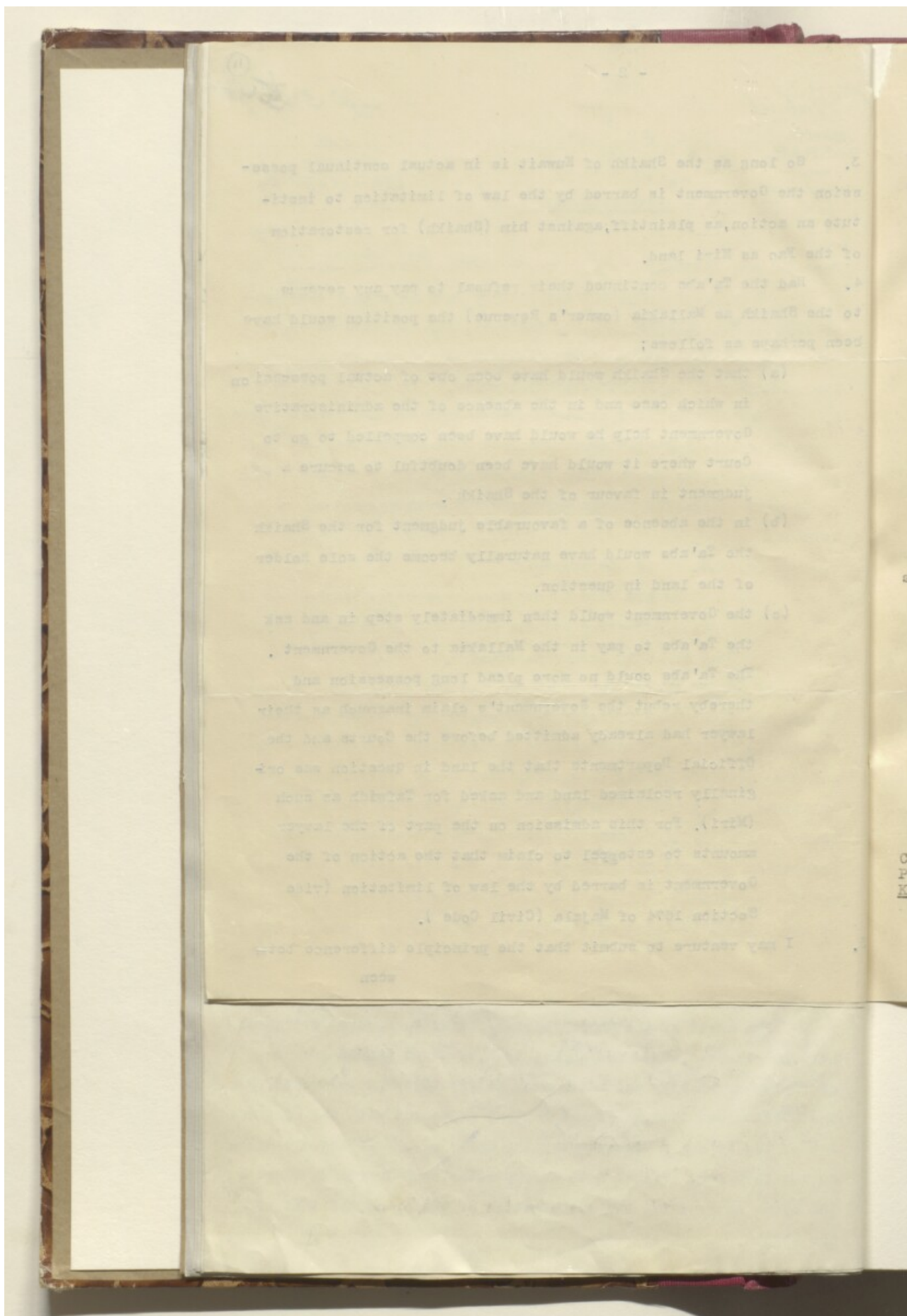
5 (11)

3. So long as the Shaikh of Kuwait is in actual continual possession the Government is barred by the law of limitation to institute an action, as plaintiff, against him (Shaikh) for restoration of the Fao as Miri land.

4. Had the Ta'abs continued their refusal to pay any revenue to the Shaikh as Mallakia (owner's Revenue) the position would have been perhaps as follows;

- (a) that the Shaikh would have been out of actual possession in which case and in the absence of the administrative Government help he would have been compelled to go to Court where it would have been doubtful to secure a judgment in favour of the Shaikh.
- (b) in the absence of a favourable judgment for the Shaikh the Ta'abs would have naturally become the sole holder of the land in question.
- (c) the Government would then immediately step in and ask the Ta'abs to pay in the Mallakia to the Government. The Ta'abs could no more plead long possession and thereby rebut the Government's claim inasmuch as their lawyer had already admitted before the Courts and the Official Departments that the land in question was originally reclaimed land and asked for Tafwidh as such (Miri). For this admission on the part of the lawyer amounts to estoppel to claim that the action of the Government is barred by the law of limitation (vide Section 1674 of Majala (Civil Code)).

5. I may venture to submit that the principle difference between





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12

ween the Iraq Limitation Law and that of English seems in my humbl
opinion to be:

- (a) that while a person can become a plaintiff under the English law in an action to ask for a declaratory decree by virtue of his long possession (beyond the time prescribed by law) in a property, he cannot become so under the Iraq Limitation Law.
- (b) that the plea of Limitation under the Iraq limitation law is admissible only for defendant and never for plaintiff.
- (c) The Iraq limitation law never allows acquisition of ownership by long period of possession whereas that of English allows such acquisition.

There are of course other differences but the foregoing may serve the point re the subject in view.

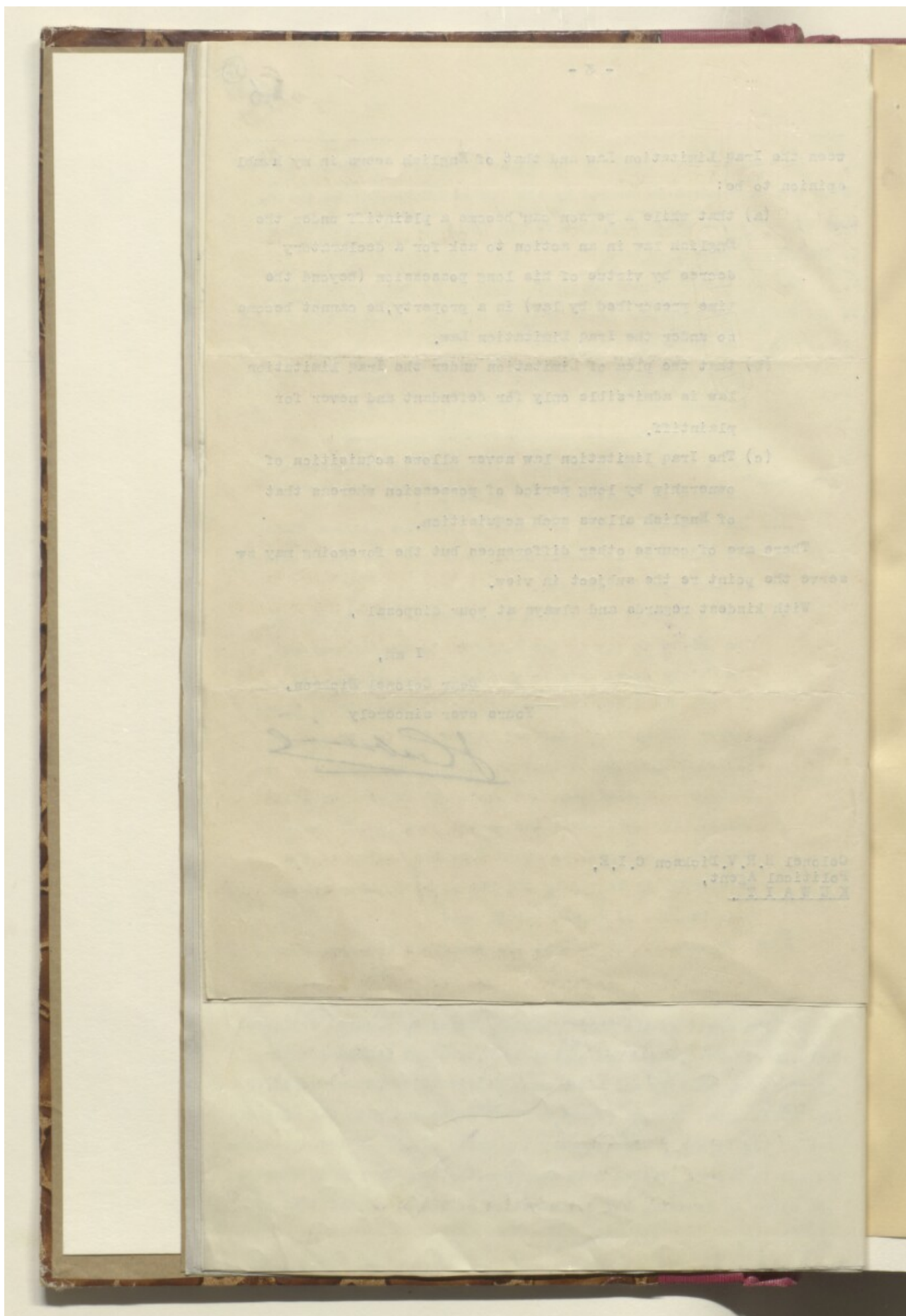
With kindest regards and always at your disposal ,

I am,

Dear Colonel Dickson,

Yours ever sincerely

Colonel H.R.V. Dickson C.I.E.
Political Agent,
KUWAIT





CONFIDENTIAL.D.O.

No. 252.

POLITICAL AGENCY,

KUWAIT.

Dated the 18th October 1933.

My dear Nihill

Agrarian troubles on Shaikh's Fao Estates.

Many thanks for your Secret D.O.No.394/30/33, dated the 23rd September 1933 and translation of the Mutasarrif, Basra's memo No.C/318, dated the 27th August to the Ministry of the Interior on the subject of the recent troubles at Fao.

2. As I believed the Mutasarrif's letter contained several inaccuracies of fact, and as I was surprised to hear from you that the Prime Minister had told Sir Francis Humphrys that landlords in other parts of 'Iraq were settling on a 50/50 basis, which is entirely at variance with my information, obtained from leading Kuwaitis who own property on the Shatt al Arab; I decided to show that Mutasarrif's letter (mentioned above) in confidence, to Mr.Gabriel who was in Kuwait from the 7th October to 8th October, and ask him for his criticisms.

3. I now append in the form of a short note "A" supplied to me by Mr.Gabriel, This answers to the various points made by the Mutasarrif.

4. At my request he has given the same headings as were used by the Mutasarrif so you should have little difficulty in following Mr.Gabriel's criticisms.

5. Before Mr.Gabriel returned to Basra on 9th October, I asked him to send me a note on the 'Iraq Law

J.H.B. Nihill, Esquire,

Legal Secretary to

H.B.M's Ambassador, B A G H D A D .

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8 (11)

"'Iraq Law of Limitation", and how the said law might have been used to the great disadvantage of the Shaikh in the matter of his Fao Estate. This note Mr. Gabriel sent me in the form of a confidential letter dated 12th October 1933, copy of which I now send you (Note "B").

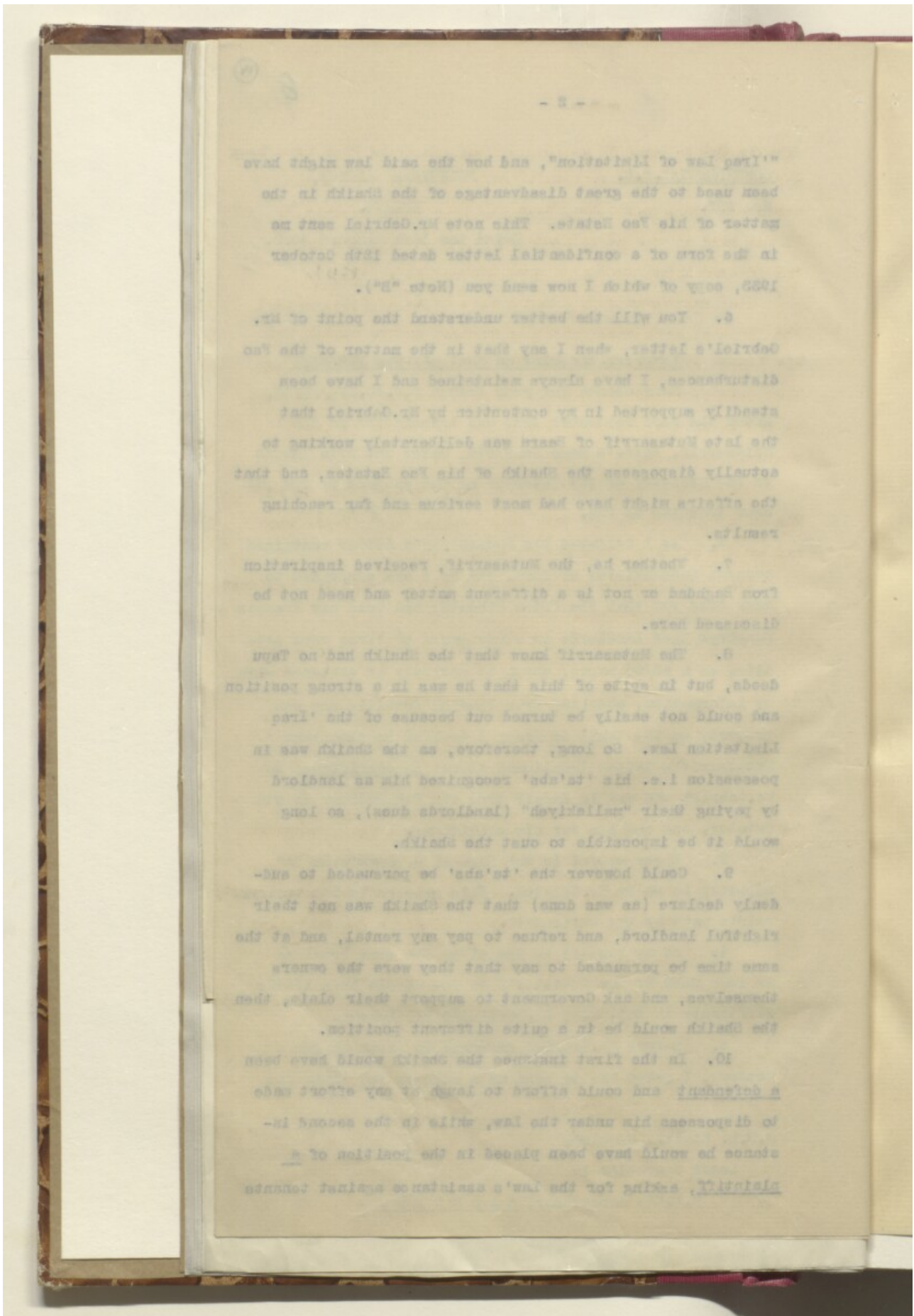
6. You will the better understand the point of Mr. Gabriel's letter, when I say that in the matter of the Fao disturbances, I have always maintained and I have been steadily supported in my contention by Mr. Gabriel that the late Mutasarrif of Basra was deliberately working to actually dispossess the Shaikh of his Fao Estates, and that the affairs might have had most serious and far reaching results.

7. Whether he, the Mutasarrif, received inspiration from Baghdad or not is a different matter and need not be discussed here.

8. The Mutasarrif knew that the Shaikh had no Tapu deeds, but in spite of this that he was in a strong position and could not easily be turned out because of the 'Iraq Limitation Law. So long, therefore, as the Shaikh was in possession i.e. his 'ta'abs' recognized him as landlord by paying their "mallakiyah" (landlords dues), so long would it be impossible to oust the Shaikh.

9. Could however the 'ta'abs' be persuaded to suddenly declare (as was done) that the Shaikh was not their rightful landlord, and refuse to pay any rental, and at the same time be persuaded to say that they were the owners themselves, and ask Government to support their claim, then the Shaikh would be in a quite different position.

10. In the first instance the Shaikh would have been a defendant and could afford to laugh at any effort made to dispossess him under the Law, while in the second instance he would have been placed in the position of a plaintiff, asking for the Law's assistance against tenants





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9 (15)

tenants who refused to recognize him. He would then have been called upon to prove ownership, which without Tapu Title deeds etc etc., would have been far from easy, especially if the head of the local Administration (as was the case) was against him. (See para 4 of Mr. Gabriel's letter).

11. Fortunately as I shall show in my official report the 'ta'abs' have been tactfully managed by the Shaikh and his Lawyer and inspite of all the Mutasarrif's efforts they have been persuaded to come to Kuwait, and for the most part, to settle on a 56/44 basis and admit the Shaikh as their rightful landlord.

12. Only a very few 'ta'abs' have been allowed to settle on a 50/50 basis, so far, this because their lands were bad or had suffered from floods etc.

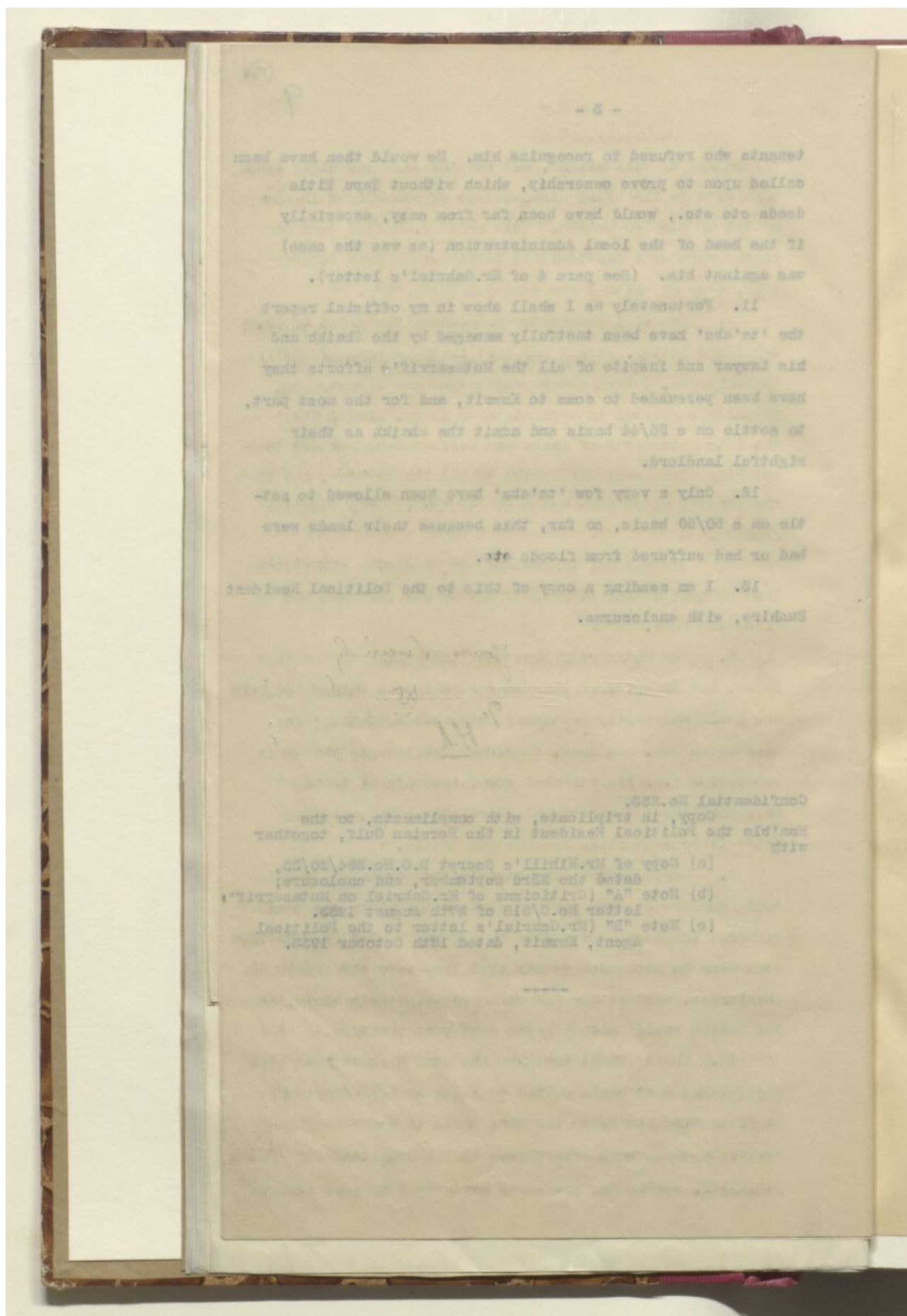
13. I am sending a copy of this to the Political Resident Bushire, with enclosures.

yours sincerely,
W
9c
H.H.

Confidential No.253.

Copy, in triplicate, with compliments, to the Hon'ble the Political Resident in the Persian Gulf, together with

- (a) Copy of Mr. Nihill's Secret D.O.No.394/30/33, dated the 23rd September, and enclosure;
- (b) Note "A" (Criticisms of Mr. Gabriel on Mutasarrif's letter No.C/318 of 27th August 1933.
- (c) Note "B" (Mr. Gabriel's letter to the Political Agent, Kuwait, dated 12th October 1933.





NOTE "A".
=====

Criticisms of the Mutasarrif, Basra's memo No.C/318, dated 27th August 1933 to the Minister of the Interior; given to the Political Agent, Kuwait, by Mr.Gabriel, the Shaikh's Lawyer, confidentially, on 9th October 1933.

1.MULK IN FAO LANDS.

In this portion it is admitted by the Mutasarrif that the Al Subahs have been in continual possession for at least eighty years (80), there remains therefore no cause to call upon history as to how they acquired the land inasmuch as even assuming that the land was originally Miri (Government) the same has become Sirf Mulk (sole ownership) and the right of the Government to claim that the land is Miri has been, since 1890, time barred. (The time prescribed by law for claims by the Government pertaining to Miri lands is 36 years from the date of adverse possession).

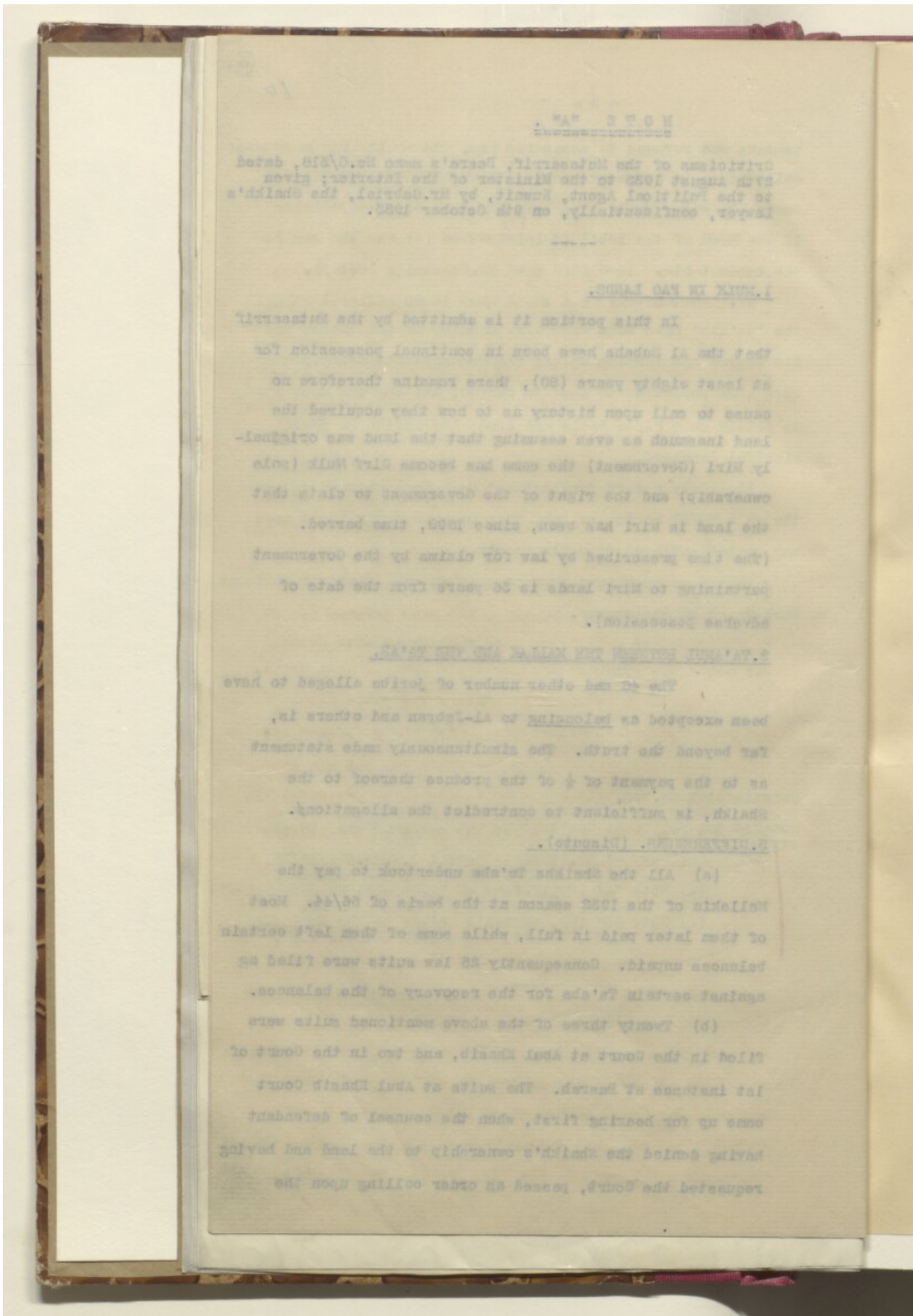
2.TA'AMUL BETWEEN THE MALLAK AND THE TA'AB.

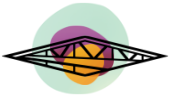
The 40 and other number of jeribs alleged to have been excepted as belonging to Al-Jabran and others is, far beyond the truth. The simultaneously made statement as to the payment of $\frac{1}{2}$ of the produce thereof to the Shaikh, is sufficient to contradict the allegations.

3.DIFFERENCES. (Dispute).

(a) All the Shaikhs Ta'abs undertook to pay the Mallakia of the 1932 season at the basis of 56/44. Most of them later paid in full, while some of them left certain balances unpaid. Consequently 25 law suits were filed against certain Ta'abs for the recovery of the balances.

(b) Twenty three of the above mentioned suits were filed in the Court at Abul Khasib, and two in the Court of 1st instance at Basrah. The suits at Abul Khasib Court came up for hearing first, when the counsel of defendant having denied the Shaikh's ownership to the land and having requested the Court, passed an order calling upon the





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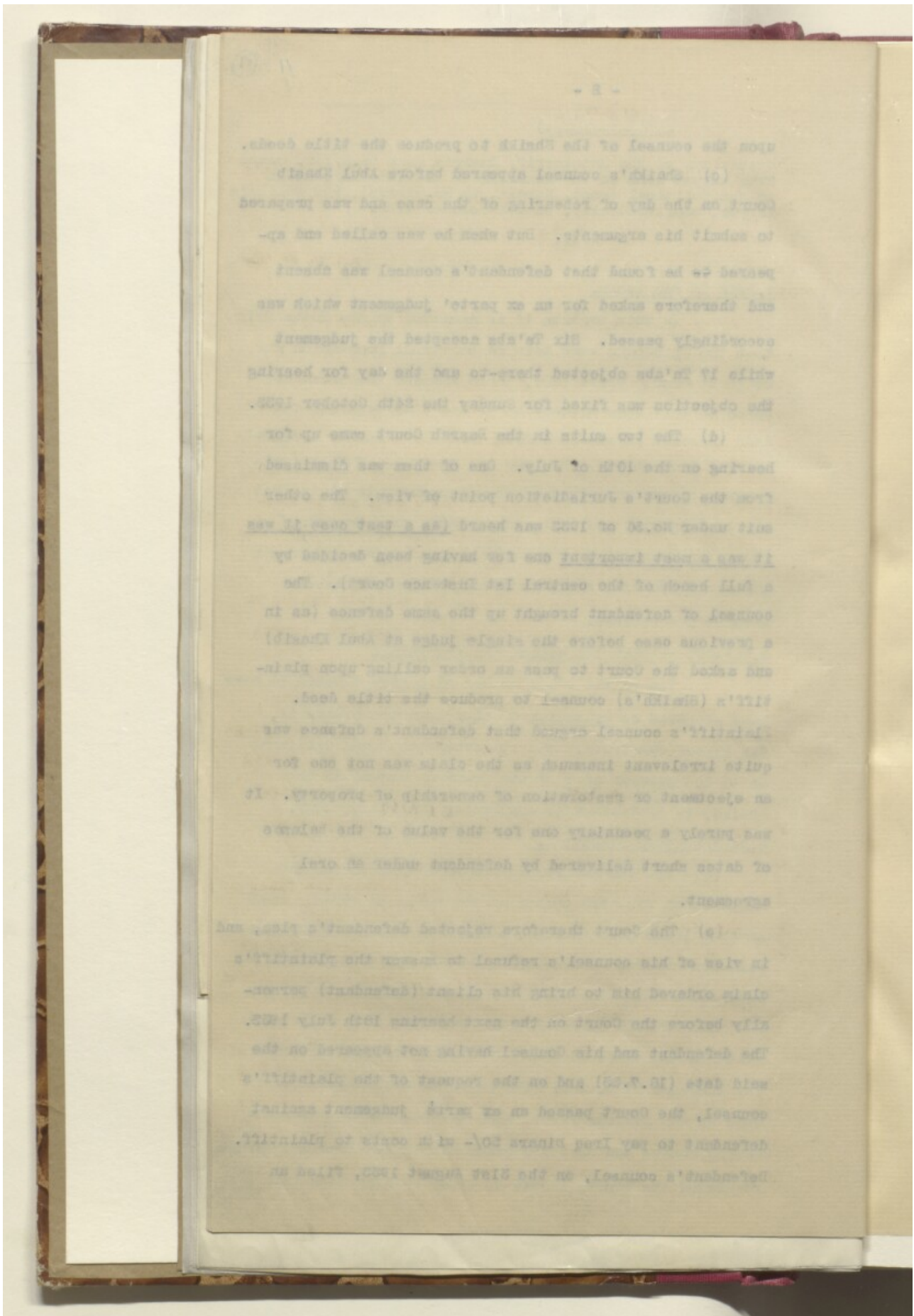
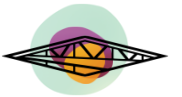
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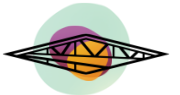
upon the counsel of the Shaikh to produce the title deeds.

(c) Shaikh's counsel appeared before Abul Khasib Court on the day of rehearing of the case and was prepared to submit his arguments. But when he was called and appeared ~~to~~ he found that defendant's counsel was absent and therefore asked for an ex parte' judgement which was accordingly passed. Six Ta'abs accepted the judgement while 17 Ta'abs objected there-to and the day for hearing the objection was fixed for Sunday the 24th October 1933.

(d) The two suits in the Basrah Court came up for hearing on the 10th of July. One of them was dismissed from the Court's Jurisdiction point of view. The other suit under No.36 of 1933 was heard (as a test case it was it was a most important one for having been decided by a full bench of the central 1st Instance Court). The counsel of defendant brought up the same defence (as in a previous case before the single judge at Abul Khasib) and asked the Court to pass an order calling upon plaintiff's (Shaikh's) counsel to produce the title deed. Plaintiff's counsel argued that defendant's defence was quite irrelevant inasmuch as the claim was not one for an ejectment or restoration of ownership of property. It was purely a pecuniary one for the value of the balance of dates short delivered by defendant under an oral agreement.

(e) The Court therefore rejected defendant's plea, and in view of his counsel's refusal to answer the plaintiff's claim ordered him to bring his client (defendant) personally before the Court on the next hearing 18th July 1933. The defendant and his Counsel having not appeared on the said date (18.7.33) and on the request of the plaintiff's counsel, the Court passed an ex parte' judgement against defendant to pay Iraq Dinars 50/- with costs to plaintiff. Defendant's counsel, on the 31st August 1933, filed an





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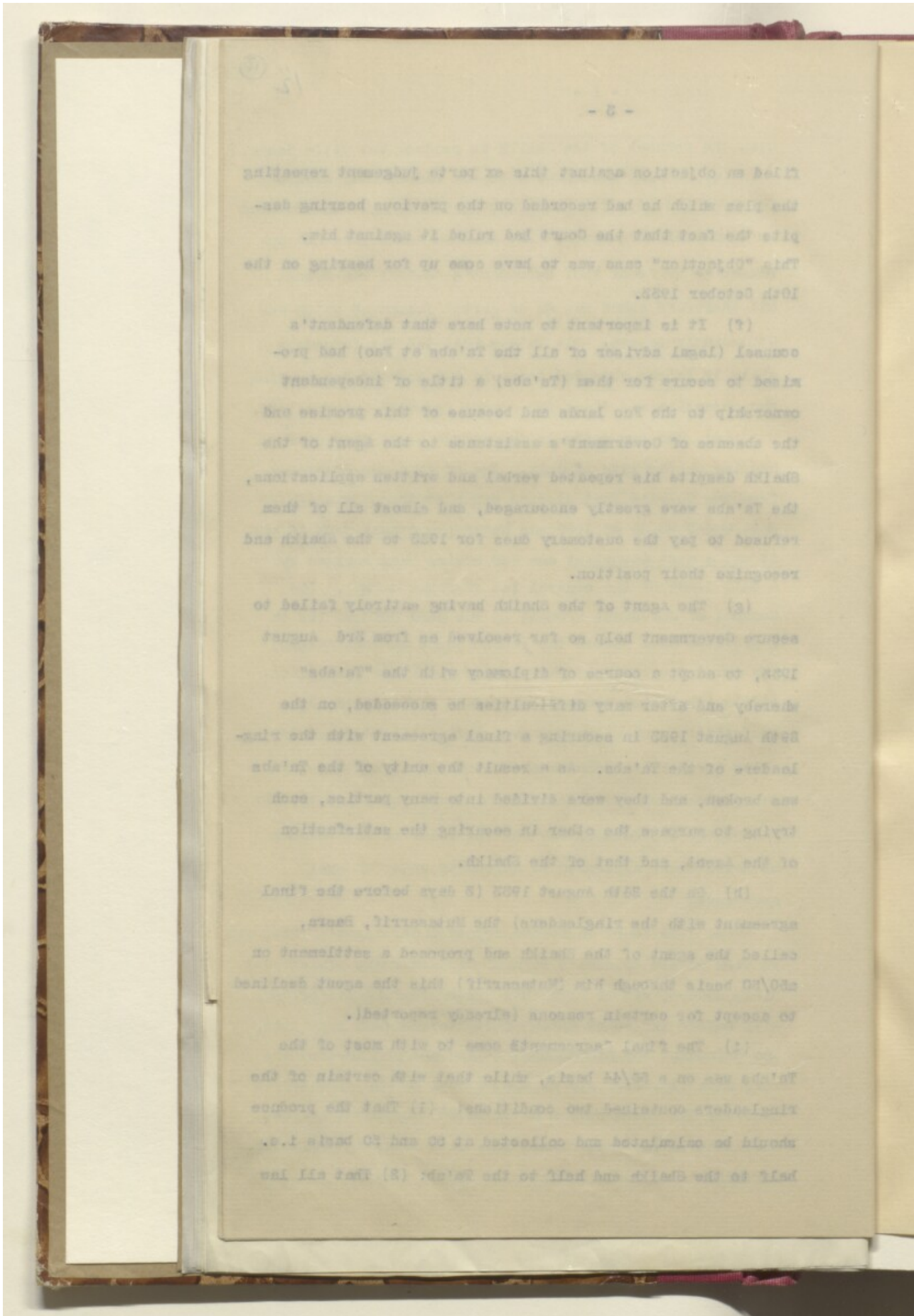
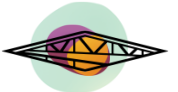
12 (12)
filed an objection against this ex parte judgement repeating the plea which he had recorded on the previous hearing despite the fact that the Court had ruled it against him. This "Objection" case was to have come up for hearing on the 10th October 1933.

(f) It is important to note here that defendant's counsel (legal adviser of all the Ta'abs at Fao) had promised to secure for them (Ta'abs) a title of independent ownership to the Fao lands and because of this promise and the absence of Government's assistance to the Agent of the Shaikh despite his repeated verbal and written applications, the Ta'abs were greatly encouraged, and almost all of them refused to pay the customary dues for 1933 to the Shaikh and recognize their position.

(g) The Agent of the Shaikh having entirely failed to secure Government help so far, resolved as from 3rd August 1933, to adopt a course of diplomacy with the "Ta'abs" whereby and after many difficulties he succeeded, on the 29th August 1933 in securing a final agreement with the ringleaders of the Ta'abs. As a result the unity of the Ta'abs was broken, and they were divided into many parties, each trying to surpass the other in securing the satisfaction of the Agent, and that of the Shaikh.

(h) On the 26th August 1933 (3 days before the final agreement with the ringleaders) the Mutasarrif, Basra, called the agent of the Shaikh and proposed a settlement on a 50/50 basis through him (Mutasarrif) this the agent declined to accept for certain reasons (already reported).

(i) The final "agreement" came to with most of the Ta'abs was on a 50/44 basis, while that with certain of the ringleaders contained two conditions: (1) That the produce should be calculated and collected at 50 and 50 basis i.e. half to the Shaikh and half to the Ta'ab: (2) That all law





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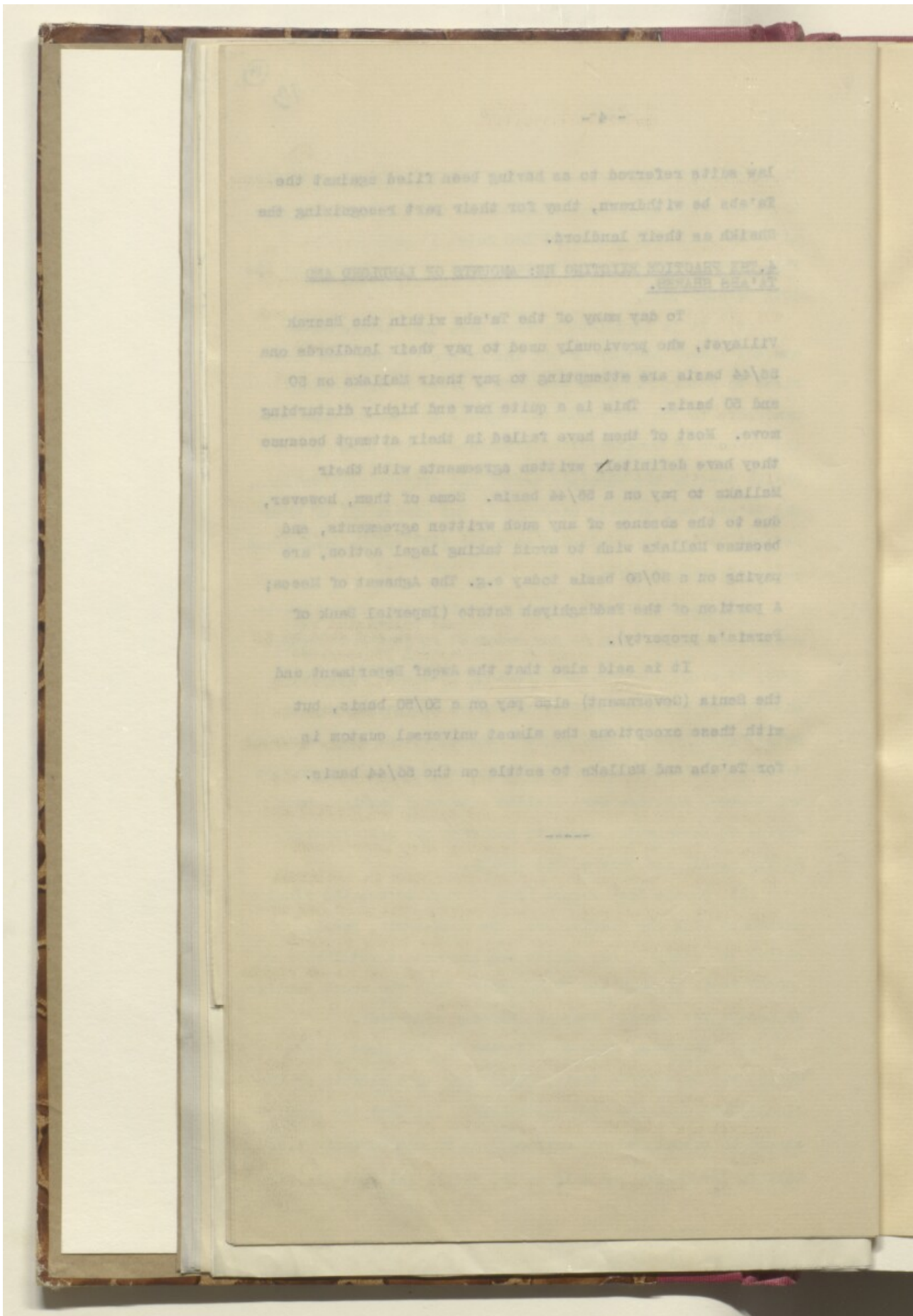
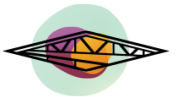
13 (19)

law suits referred to as having been filed against the Ta'abs be withdrawn, they for their part recognizing the Shaikh as their landlord.

4. THE PRACTICE EXISTING RE: AMOUNTS OF LANDLORD AND TA'ABS SHARES.

To day many of the Ta'abs within the Basrah Villayet, who previously used to pay their landlords on a 56/44 basis are attempting to pay their Mallaks on 50 and 50 basis. This is a quite new and highly disturbing move. Most of them have failed in their attempt because they have definitely written agreements with their Mallaks to pay on a 56/44 basis. Some of them, however, due to the absence of any such written agreements, and because Mallaks wish to avoid taking legal action, are paying on a 50/50 basis today e.g. The Aghawat of Mecca; A portion of the Faddaghiyeh Estate (Imperial Bank of Persia's property).

It is said also that the Awqaf Department and the Senia (Government) also pay on a 50/50 basis, but with these exceptions the almost universal custom is for Ta'abs and Mallaks to settle on the 56/44 basis.





14 (20)
N O T E "B".
=====

CONFIDENTIAL.

Basrah,
Dated 12th October '33

Dear Colonel Dickson,

When I left Kuwait I was already feeling unwell and the driving to Basrah multiplied my indisposition and made me serve the bed since my arrival. I feel a bit better today and am writing the following in fulfilment of promise.

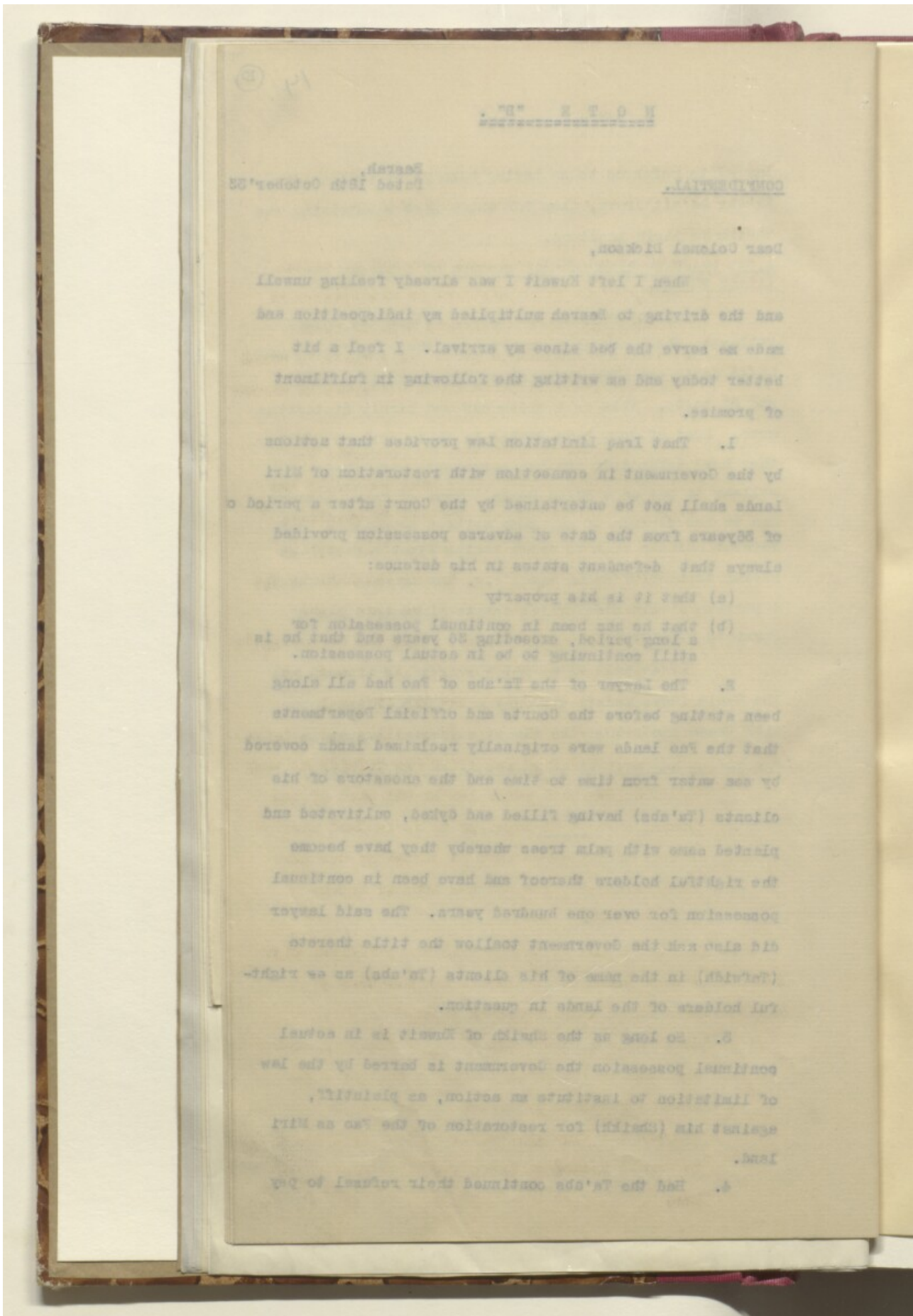
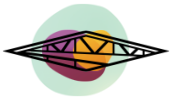
1. That Iraq Limitation Law provides that actions by the Government in connection with restoration of Miri Lands shall not be entertained by the Court after a period of 36 years from the date of adverse possession provided always that defendant states in his defence:

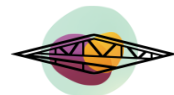
- (a) that it is his property
- (b) that he has been in continual possession for a long period, exceeding 36 years and that he is still continuing to be in actual possession.

2. The Lawyer of the Ta'abs of Fao had all along been stating before the Courts and official Departments that the Fao lands were originally reclaimed lands covered by sea water from time to time and the ancestors of his clients (Ta'abs) having filled and dyked, cultivated and planted same with palm trees whereby they have become the rightful holders thereof and have been in continual possession for over one hundred years. The said lawyer did also ask the Government to allow the title thereto (Tafwidh) in the name of his clients (Ta'abs) as rightful holders of the lands in question.

3. So long as the Shaikh of Kuwait is in actual continual possession the Government is barred by the law of limitation to institute an action, as plaintiff, against him (Shaikh) for restoration of the Fao as Miri land.

4. Had the Ta'abs continued their refusal to pay





- 2 -

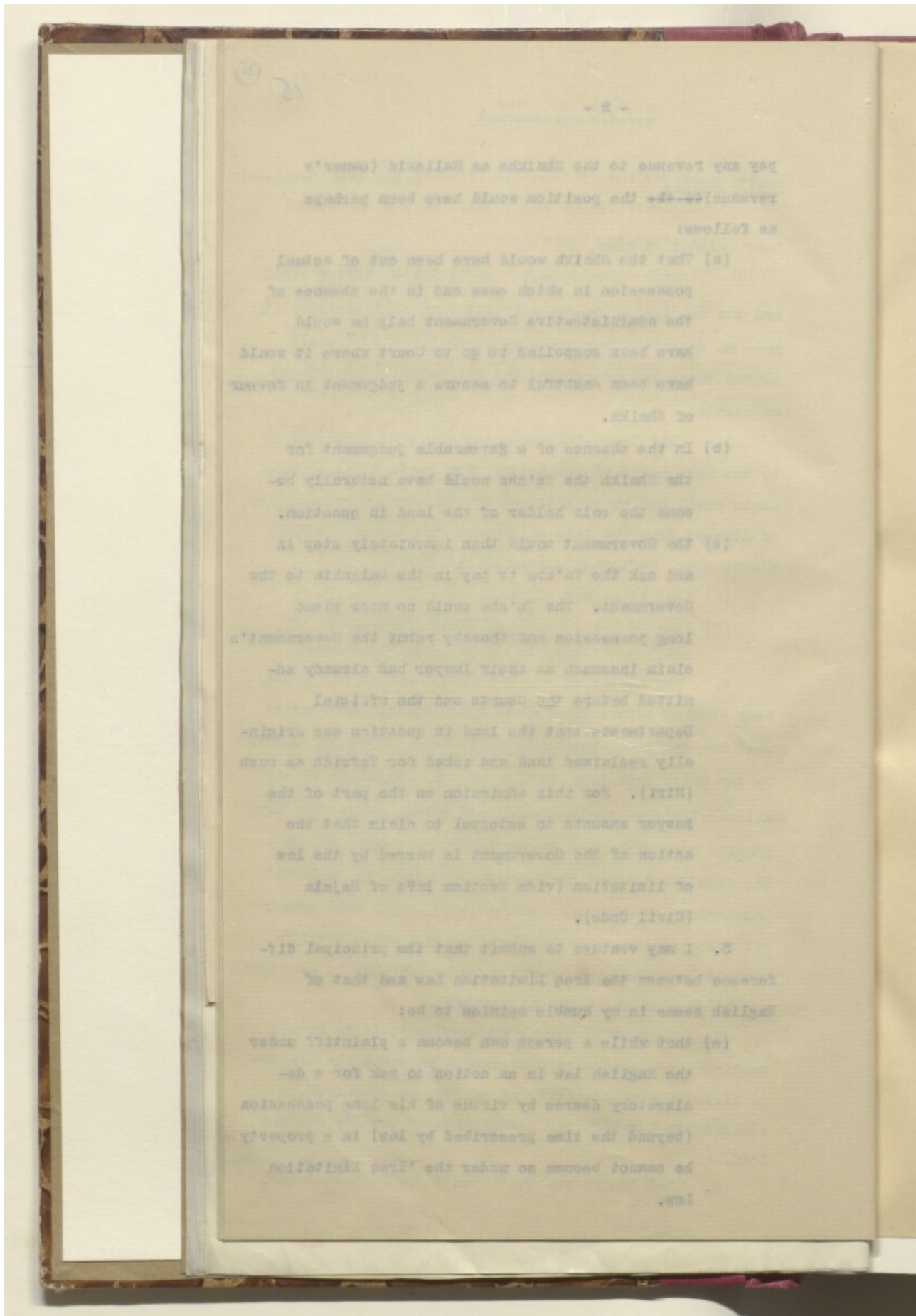
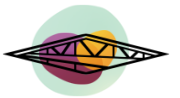
15 (21)

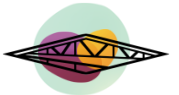
pay any revenue to the Shaikhs as Mallakia (owner's revenue) ~~to the~~ the position would have been perhaps as follows:

- (a) That the Shaikh would have been out of actual possession in which case and in the absence of the administrative Government help he would have been compelled to go to Court where it would have been doubtful to secure a judgement in favour of Shaikh.
- (b) In the absence of a favourable judgement for the Shaikh the Ta'abs would have naturally become the sole holder of the land in question.
- (c) the Government would then immediately step in and ask the Ta'abs to pay in the Mallakia to the Government. The Ta'abs could no more plead long possession and thereby rebut the Government's claim inasmuch as their lawyer had already admitted before the Courts and the Official Departments that the land in question was originally reclaimed land and asked for Tafwidh as such (Miri). For this admission on the part of the lawyer amounts to estoppel to claim that the action of the Government is barred by the law of limitation (vide Section 1674 of Majala (Civil Code)).

5. I may venture to submit that the principal difference between the Iraq Limitation Law and that of English seems in my humble opinion to be:

- (a) that while a person can become a plaintiff under the English law in an action to ask for a declaratory decree by virtue of his long possession (beyond the time prescribed by law) in a property he cannot become so under the 'Iraq Limitation Law.





- 3 -

16 (12)

(b) that the plea of Limitation under the Iraq
Limitation Law is admissible only for defendant
and never for plaintiff.

(c) The Iraq Limitation Law never allows acquisition
of ownership by long period of possession whereas
that of English allows such acquisitions
There are of course other differences but the
foregoing may serve the point re the subject in view.
With kindest regards and always at your disposal,

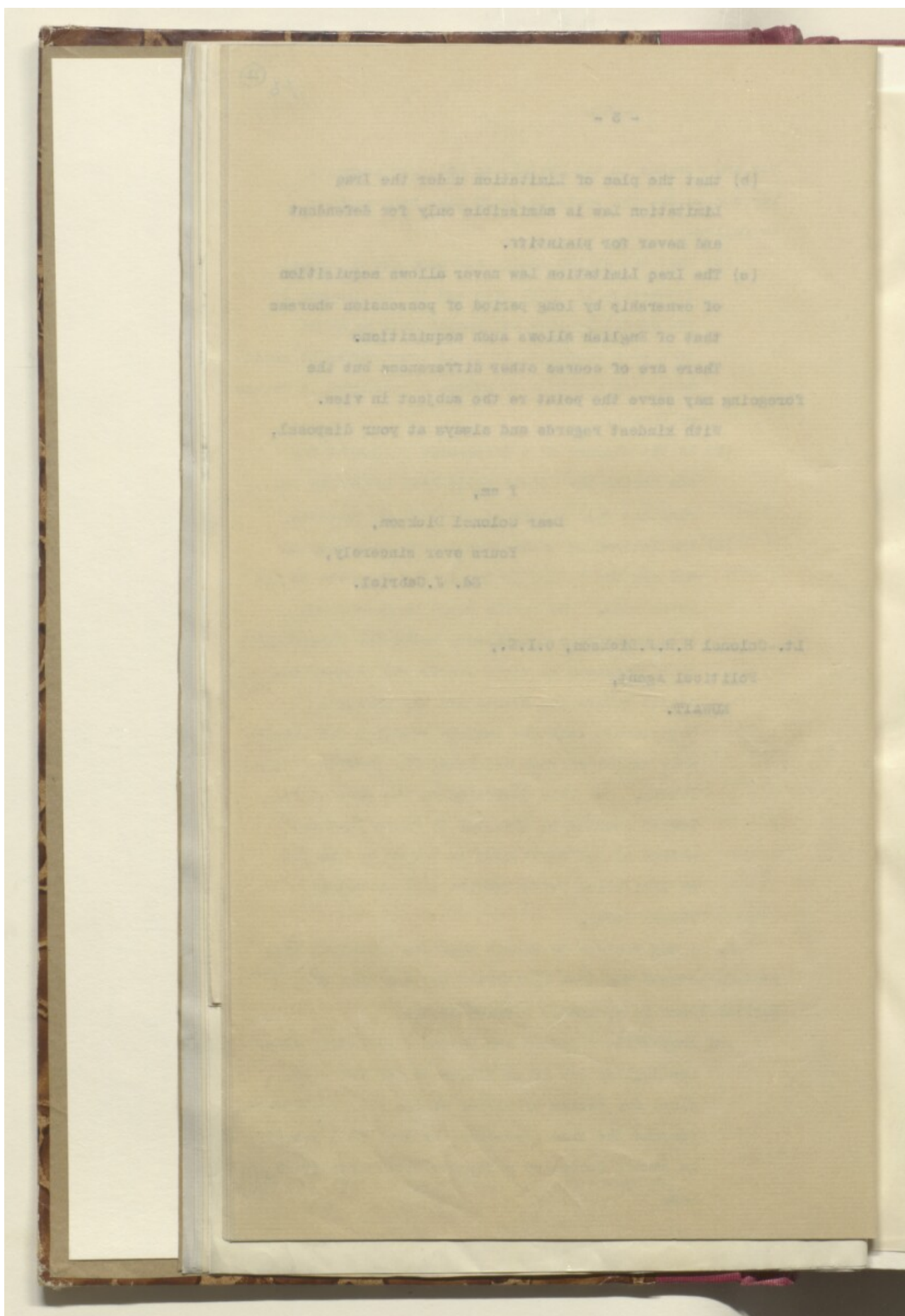
I am,

Dear Colonel Dickson,

Yours ever sincerely,

Sd. J. Gabriel.

Lt.-Colonel H.R.P. Dickson, C.I.E.,
Political Agent,
KUWAIT.





17(23)

CONFIDENTIAL.

POLITICAL AGENCY,

No. 258

KUWAIT.

Dated the 15/10 October 1933.

From

Lt.-Colonel H.R.P. Dickson, C.I.E., I.A.,

Political Agent, Kuwait;

To

The Hon'ble the Political Resident

in the Persian Gulf, B U S H I R E .

Agrarian Troubles on Shaikhs Fao Estates.

Sir,

In continuation of my confidential despatch No. 209, dated the 6th September 1933 and my telegram No. 221, dated the 18th September 1933, I have the honour to make the following report.

2. When the news got about early in September that the Mutasarrif, Basra, Abdur Razzak al Hilmi was shortly to be transferred to Hilla, an immediate and marked improvement came over the whole Fao situation. A further 36 of the Shaikh's leading fellahs or Sarkals (headmen) came down to Kuwait accompanied by the Shaikh's lawyer, and in a notable interview with the Shaikh confessed that they had been deceived and led astray and wanted to resume their old relations with him. The leaders of this deputation, including three ringleaders in the troubles, next visited me in the Agency and I was able to have a heart to heart talk with them. They clearly believed that His Majesty's Government had been instrumental in arranging for the removal of the Mutasarrif, and I did not discourage this belief. I told them among other things that the King of 'Iraq and the Shaikh of Kuwait were equally the friends of the British Government and that we would neither countenance the intrigues

View on the Qatar Digital Library: http://www.gdl.qa/en/archive/81055/vdc_100044703644.0x000034



- 2 -

18 (11)

intrigues of evil people who attempted to make mischief between these two rulers nor would we fail to support the Shaikh with the 'Iraq Government, if they (the Shaikhs tenants) attempted to indulge in any agrarian troubles of a communistic nature, whereby the Shaikhs rights as landlord were threatened. Their bad behaviour as tenants had come to the notice of His Majesty's Government and His Majesty's Government had decided to interfere and give her fullest support to their friend, the Shaikh, etc. etc.

3. The net result of this visit of the Shaikh's fellaheen was

(a) The signing in Kuwait of "Iltizams" (agreements) in respect of the whole of the Fao property by Sarkals representing 70 % of the fellaheen on a 56/44 basis;

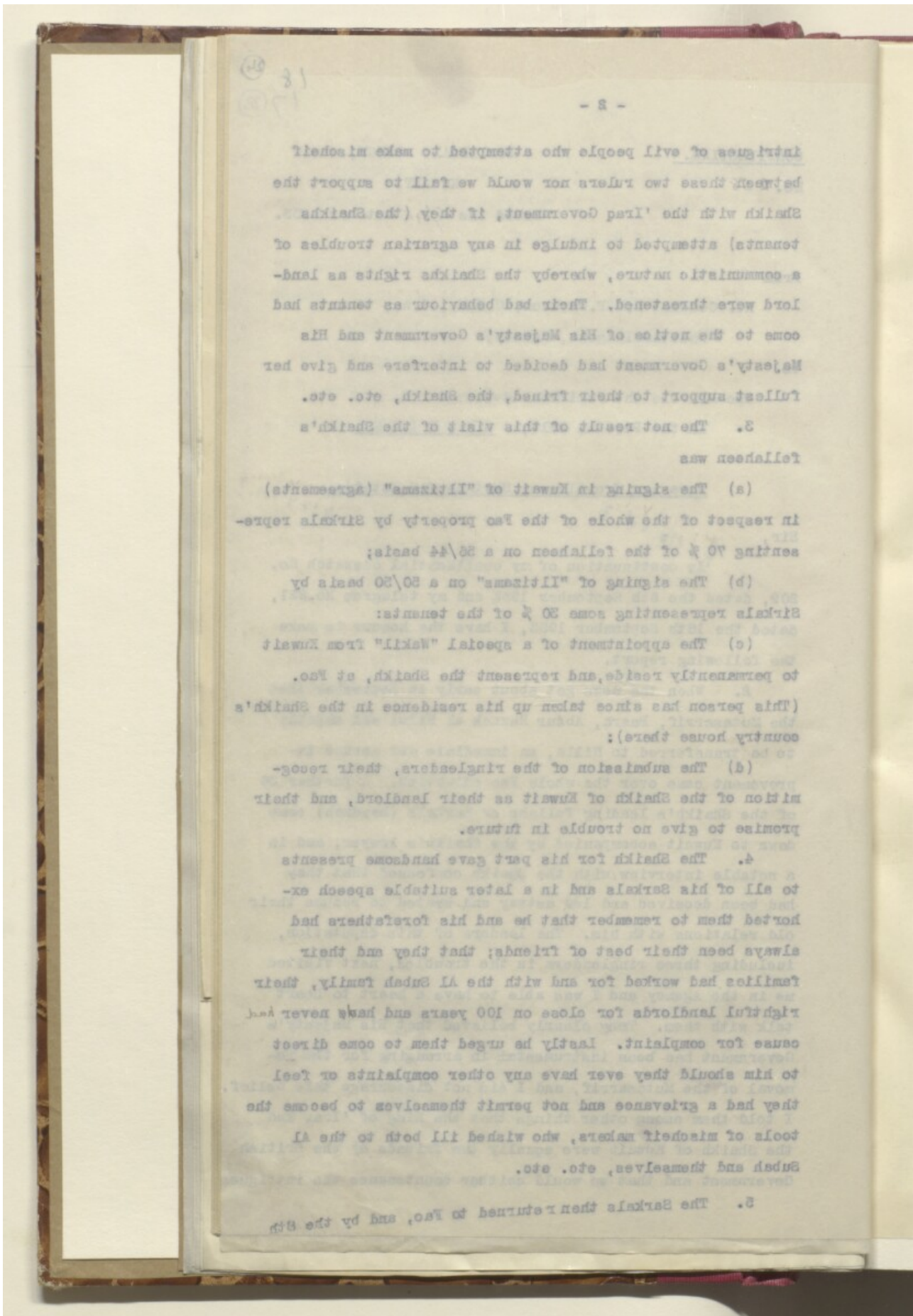
(b) The signing of "Iltizams" on a 50/50 basis by Sarkals representing some 30 % of the tenants:

(c) The appointment of a special "Wakil" from Kuwait to permanently reside, and represent the Shaikh, at Fao. (This person has since taken up his residence in the Shaikh's country house there);

(d) The submission of the ringleaders, their recognition of the Shaikh of Kuwait as their landlord, and their promise to give no trouble in future.

4. The Shaikh for his part gave handsome presents to all of his Sarkals and in a later suitable speech exhorted them to remember that he and his forefathers had always been their best of friends; that they and their families had worked for and with the Al Subah family, their rightful landlords for close on 100 years and have never had cause for complaint. Lastly he urged them to come direct to him should they ever have any other complaints or feel they had a grievance and not permit themselves to become the tools of mischief makers, who wished ill both to the Al Subah and themselves, etc. etc.

5. The Sarkals then returned to Fao, and by the 8th





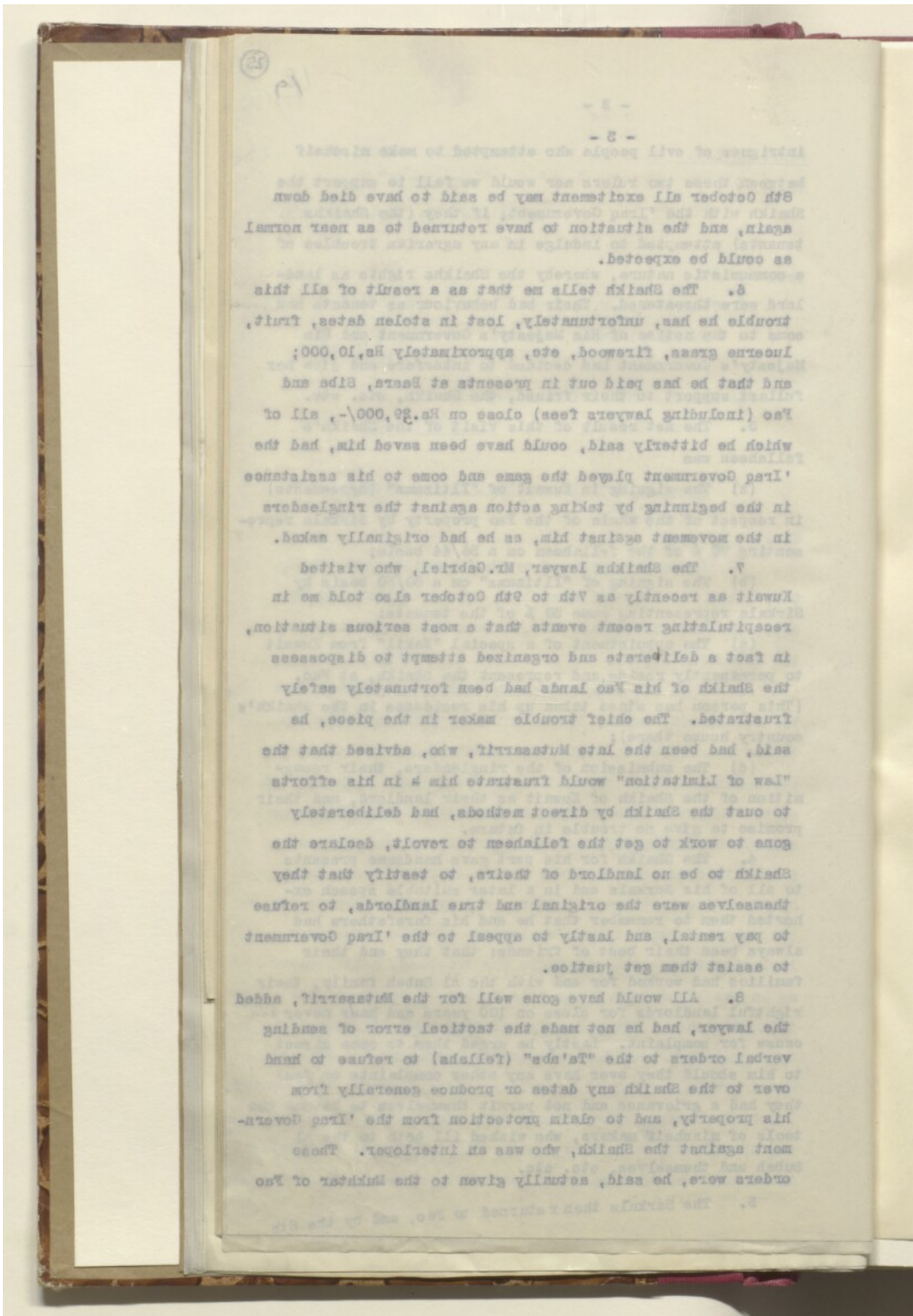
- 3 -

19 (25)
8th October all excitement may be said to have died down again, and the situation to have returned to as near normal as could be expected.

6. The Shaikh tells me that as a result of all this trouble he has, unfortunately, lost in stolen dates, fruit, lucerne grass, firewood, etc, approximately Rs.10,000; and that he has paid out in presents at Basra, Siba and Fao (including lawyers fees) close on Rs.39,000/-, all of which he bitterly said, could have been saved him, had the 'Iraq Government played the game and come to his assistance in the beginning by taking action against the ringleaders in the movement against him, as he had originally asked.

7. The Shaikh's lawyer, Mr. Gabriel, who visited Kuwait as recently as 7th to 9th October also told me in recapitulating recent events that a most serious situation, in fact a deliberate and organized attempt to dispossess the Shaikh of his Fao lands had been fortunately safely frustrated. The chief trouble maker in the piece, he said, had been the late Mutasarrif, who, advised that the "Law of Limitation" would frustrate him in his efforts to oust the Shaikh by direct methods, had deliberately gone to work to get the fellaheen to revolt, declare the Shaikh to be no landlord of theirs, to testify that they themselves were the original and true landlords, to refuse to pay rental, and lastly to appeal to the 'Iraq Government to assist them get justice.

8. All would have gone well for the Mutasarrif, added the lawyer, had he not made the tactical error of sending verbal orders to the "Ta'abs" (fellahs) to refuse to hand over to the Shaikh any dates or produce generally from his property, and to claim protection from the 'Iraq Government against the Shaikh, who was an interloper. These orders were, he said, actually given to the Mukhtar of Fao





- 4 -

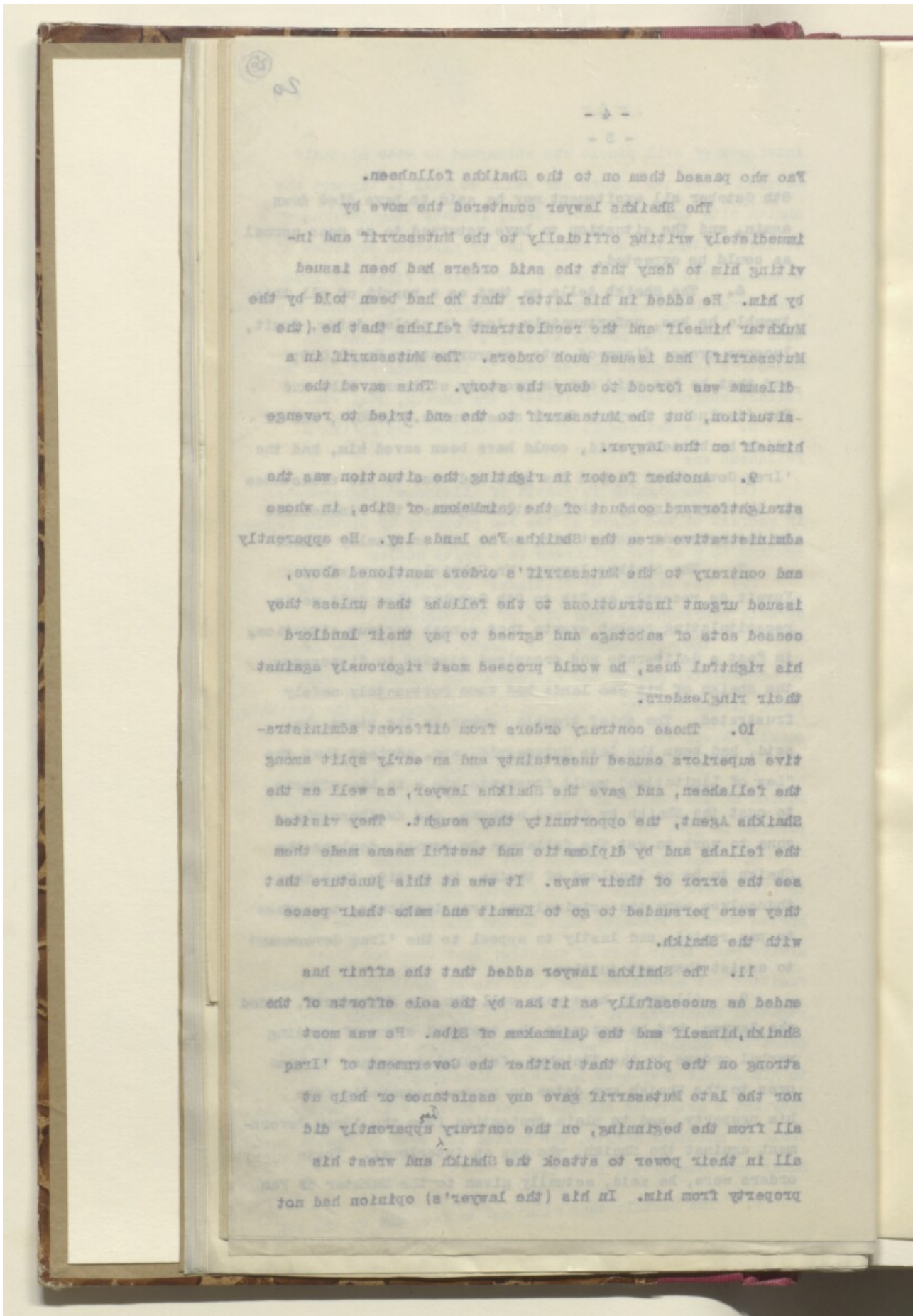
Fao who passed them on to the Shaikhs fellaheen.

The Shaikhs lawyer countered the move by immediately writing officially to the Mutasarrif and inviting him to deny that the said orders had been issued by him. He added in his letter that he had been told by the Mukhtar himself and the recalcitrant fellahs that he (the Mutasarrif) had issued such orders. The Mutasarrif in a dilemma was forced to deny the story. This saved the situation, but the Mutasarrif to the end tried to revenge himself on the lawyer.

9. Another factor in righting the situation was the straightforward conduct of the QaimMakam of Siba, in whose administrative area the Shaikhs Fao lands lay. He apparently and contrary to the Mutasarrif's orders mentioned above, issued urgent instructions to the fellahs that unless they ceased acts of sabotage and agreed to pay their landlord his rightful dues, he would proceed most rigorously against their ringleaders.

10. These contrary orders from different administrative superiors caused uncertainty and an early split among the fellaheen, and gave the Shaikhs lawyer, as well as the Shaikhs Agent, the opportunity they sought. They visited the fellahs and by diplomatic and tactful means made them see the error of their ways. It was at this juncture that they were persuaded to go to Kuwait and make their peace with the Shaikh.

11. The Shaikhs lawyer added that the affair has ended as successfully as it has by the sole efforts of the Shaikh, himself and the Qaimmakam of Siba. He was most strong on the point that neither the Government of 'Iraq nor the late Mutasarrif gave any assistance or help at all from the beginning, on the contrary ^{they} apparently did all in their power to attack the Shaikh and wrest his property from him. In his (the lawyer's) opinion had not





- 5 -

21 (21)

had not the Assyrian question come up and distracted attention in Baghdad, nothing short of a British warship at Fao would have restored the situation.

12. As it is, the lawyer, Mr. Gabriel, gave it as his considered view that the 'Iraq Government would come back to the attack with even greater vigour as soon as they had cleared up the Assyrian mess. His underground information from Baghdad, which had rarely been at fault, he said, convinced him that the trouble was only scotched, not ended.

13. I apologize for the length of this letter, but I am most anxious that you get a true picture of recent happenings and what people are thinking about, for I regret to say that I also take the view that we shall hear more of this Fao business later if not this year then next, and probably just before the dates ripen once more.

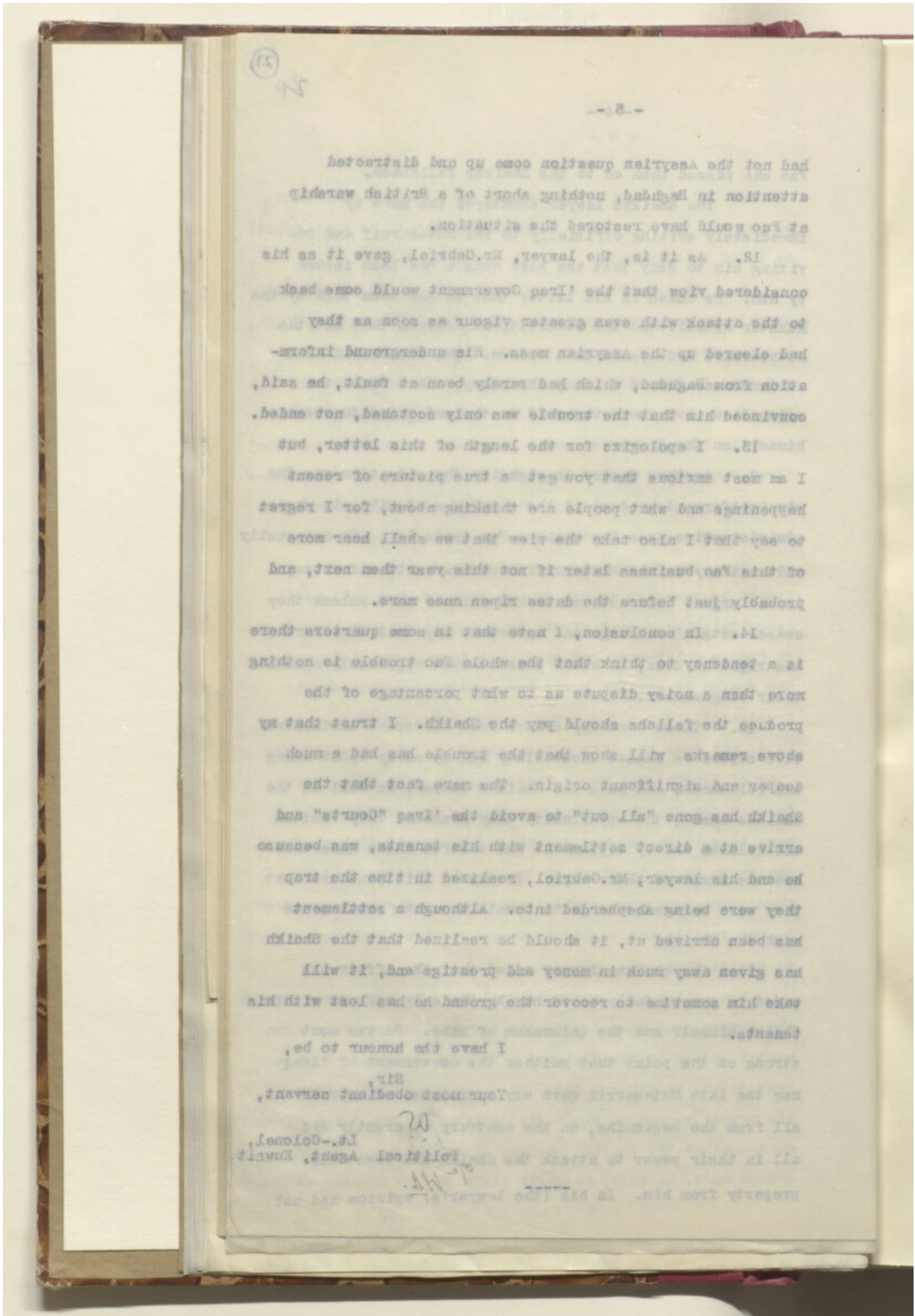
14. In conclusion, I note that in some quarters there is a tendency to think that the whole Fao trouble is nothing more than a noisy dispute as to what percentage of the produce the fellehs should pay the Shaikh. I trust that my above remarks will show that the trouble has had a much deeper and significant origin. The mere fact that the Shaikh has gone "all out" to avoid the 'Iraq "Courts" and arrive at a direct settlement with his tenants, was because he and his lawyer, Mr. Gabriel, realized in time the trap they were being shepherded into. Although a settlement has been arrived at, it should be realized that the Shaikh has given away much in money and prestige and, it will take him sometime to recover the ground he has lost with his tenants.

I have the honour to be,

Sir,
Your most obedient servant,

W
Lt.-Colonel,
Political Agent, Kuwait

9/11/11





R.I.No. 612
18.10.33

22 (28)

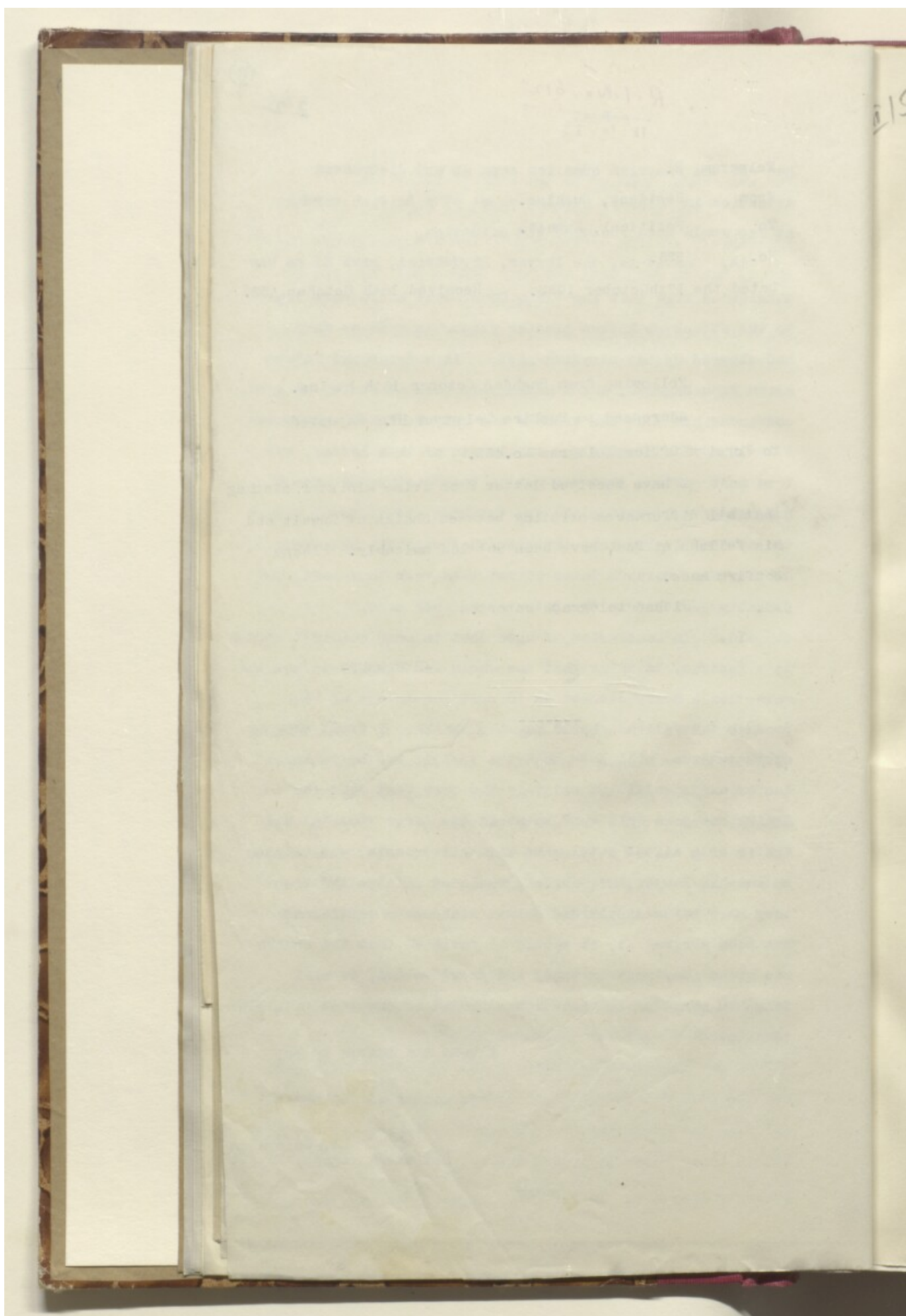
Telegram R.
From Resident, Bushire.
To Political, Kuwait.
No. 926.
Dated the 17th October 1933. Received 18th October '33.

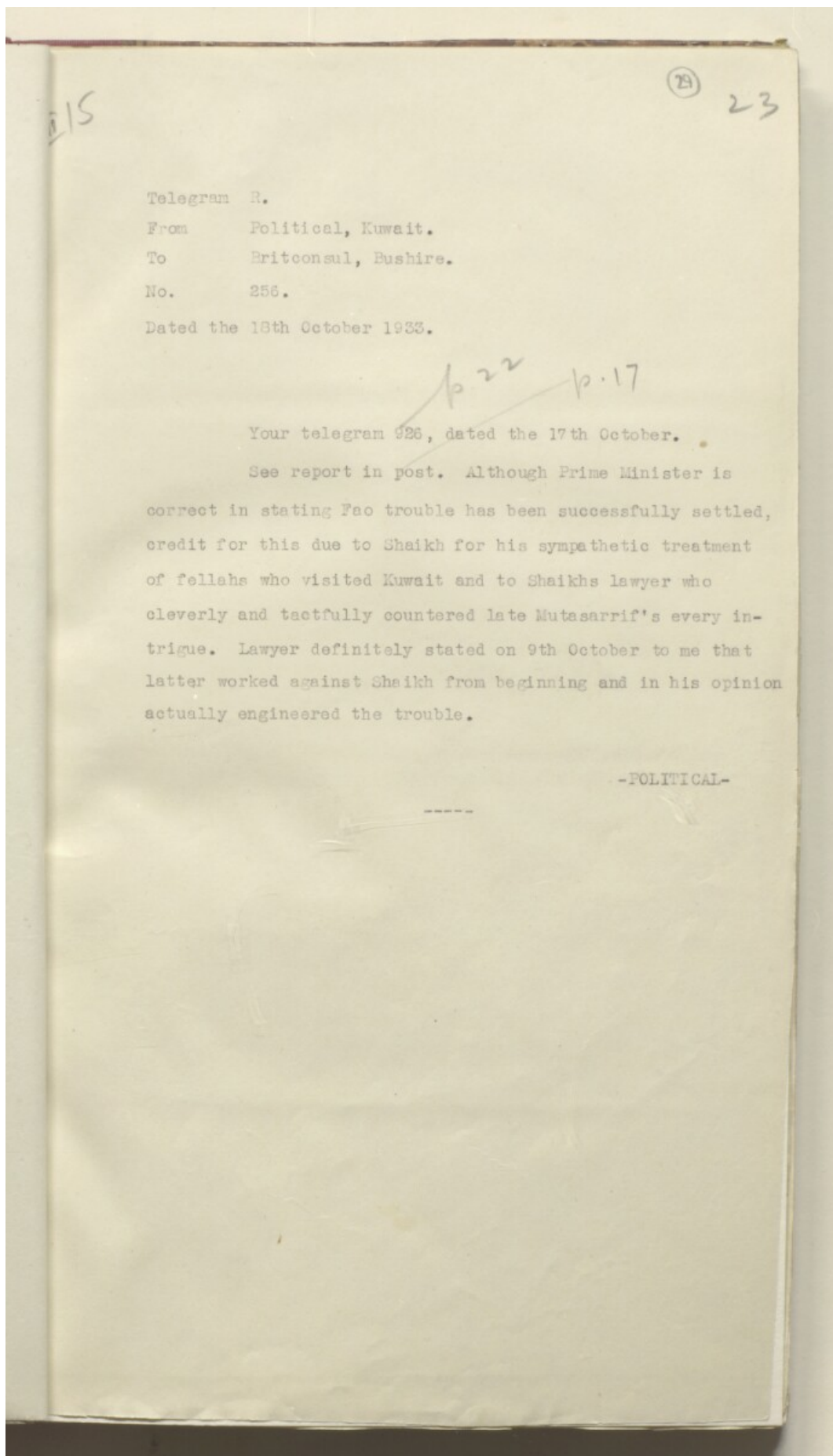
Following from Baghdad October 16th begins.
Addressed to Bushire Telegram 18. Repeated
to Foreign Office Telegram No. 425.

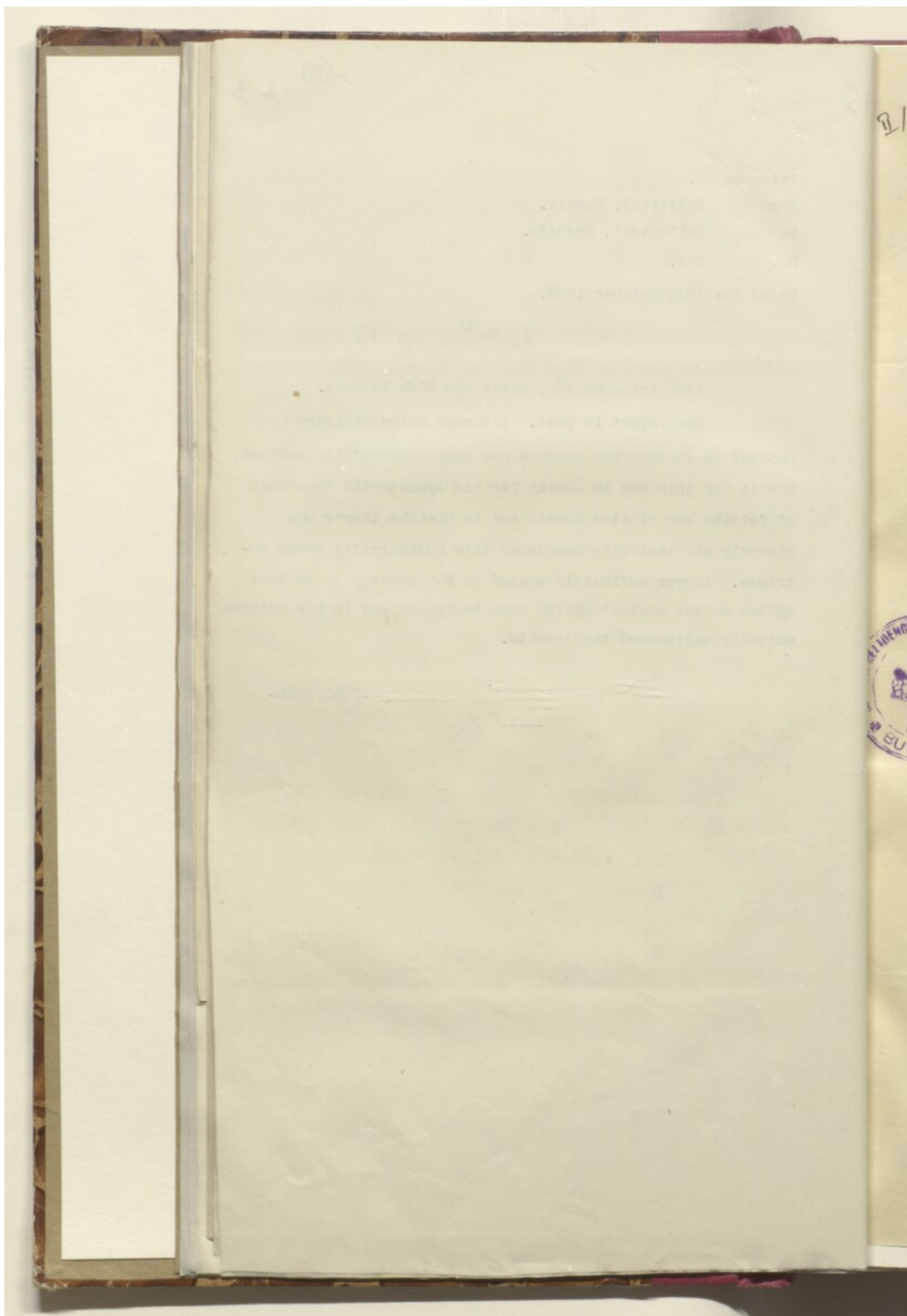
I have received letter from Prime Minister stating
that all differences existing between Shaikh of Kuwait and
his fellahs at Fao, have been settled amicably. Please
confirm ends.

Please telegraph report.

-RESIDENT-









(30)
24

CONFIDENTIAL.

B/S
15
18.10

No. 1307-S of 1933. R.I. No. 614
23.10.33.

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

The Political Agent,
Kuwait.

and has the honour to transmit to him a copy of the undermentioned document (s) for information.

British Consulate-General,
BUSHIRE.

Dated 11th October, 1933.

Reference to previous correspondence: 177 Vol 3

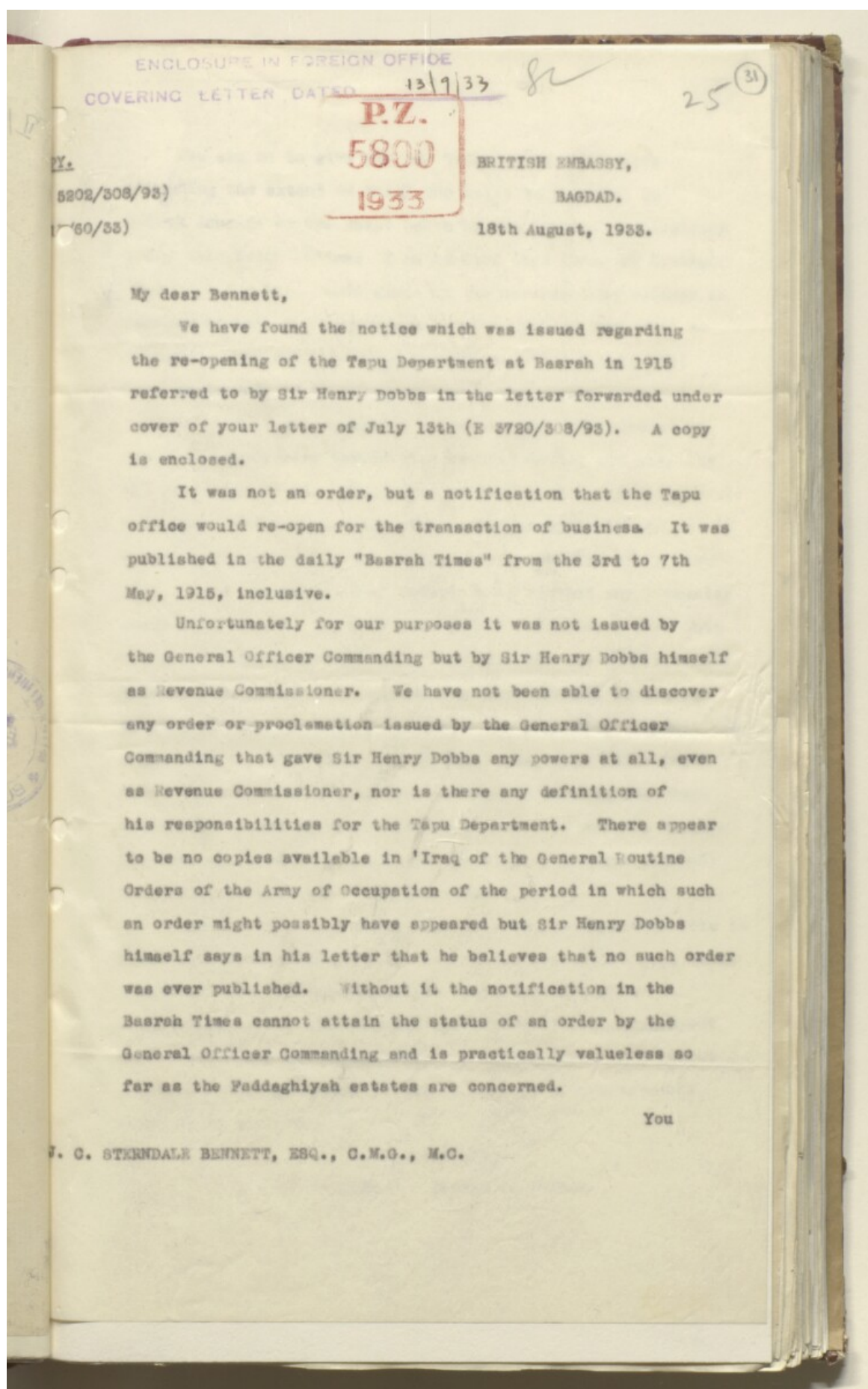
Residency Printed letter No. 1257-S of 30th September 1933.

Description of Enclosure.

Name and Date.	Subject.
1. British Embassy, Baghdad, letter dated the 18th August 1933 to the Foreign Office, with enclosure.	
2. Foreign Office letter No. E 4945/308/93 of 14th September 1933 to the India Office.	
3. British Embassy, Baghdad, letter No. 556 of 23rd August 1933 to the Foreign Office.	Shaikh of Kuwait's date gardens in 'Iraq.
4. Foreign Office Printed letter No. E. 5462/308/93 of 18th September 1933 to the India Office, with enclosure.	

p. 25
p. 28
p. 30
p. 31
File





ENCLOSURE IN FOREIGN OFFICE
COVERING LETTER DATED 13/9/33

P.Z.

5800

1933

BRITISH EMBASSY,

BAGDAD.

18th August, 1933.

Y.

5202/308/93)

(60/33)

My dear Bennett,

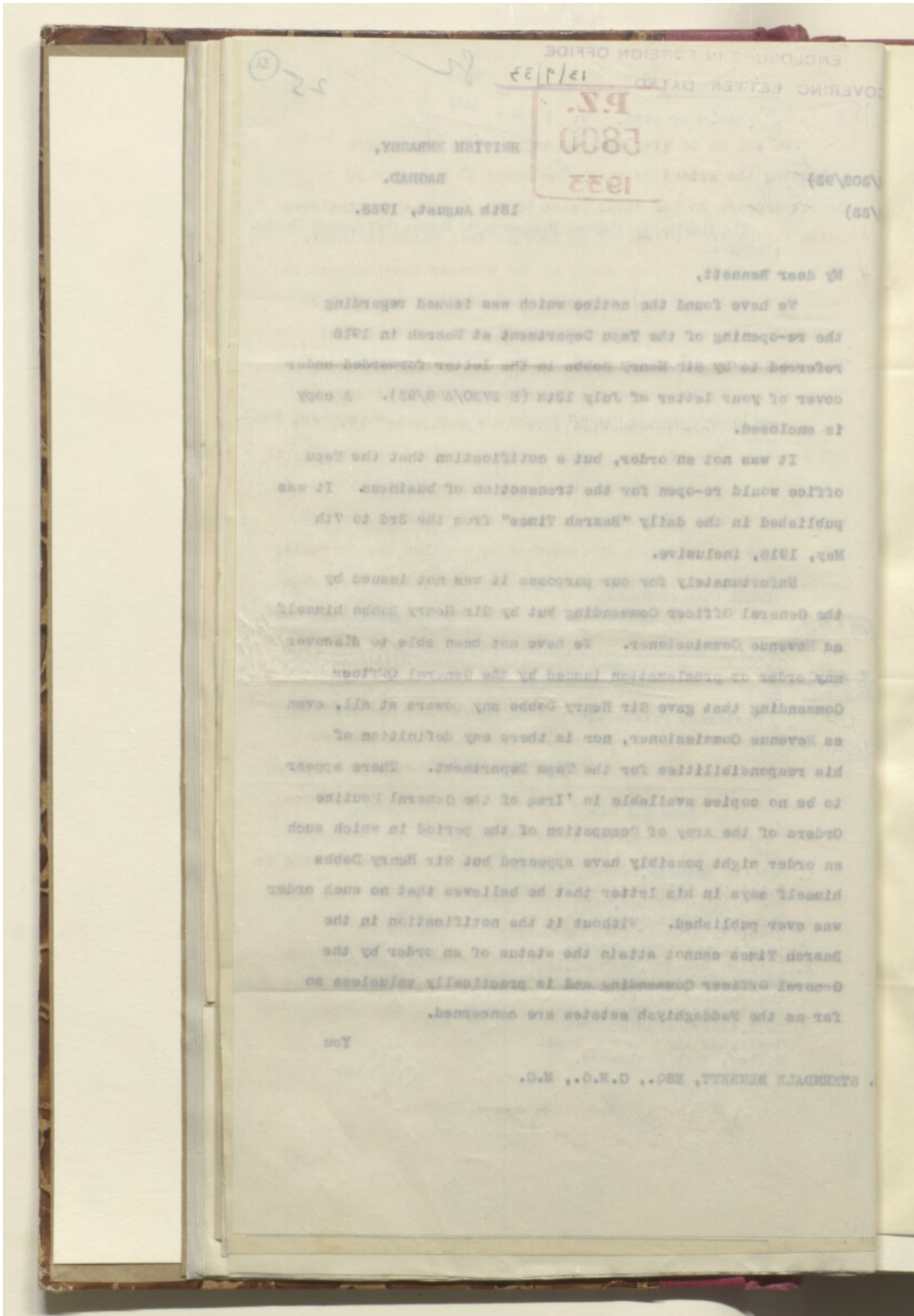
We have found the notice which was issued regarding the re-opening of the Tapu Department at Basrah in 1915 referred to by Sir Henry Dobbs in the letter forwarded under cover of your letter of July 13th (E 3720/308/93). A copy is enclosed.

It was not an order, but a notification that the Tapu office would re-open for the transaction of business. It was published in the daily "Basrah Times" from the 3rd to 7th May, 1915, inclusive.

Unfortunately for our purposes it was not issued by the General Officer Commanding but by Sir Henry Dobbs himself as Revenue Commissioner. We have not been able to discover any order or proclamation issued by the General Officer Commanding that gave Sir Henry Dobbs any powers at all, even as Revenue Commissioner, nor is there any definition of his responsibilities for the Tapu Department. There appear to be no copies available in Iraq of the General Routine Orders of the Army of Occupation of the period in which such an order might possibly have appeared but Sir Henry Dobbs himself says in his letter that he believes that no such order was ever published. Without it the notification in the Basrah Times cannot attain the status of an order by the General Officer Commanding and is practically valueless so far as the Faddaghiyah estates are concerned.

You

F. C. STERNDALÉ BENNETT, ESQ., C.M.O., M.C.





26 (32)

You ask me to give you any information obtainable regarding the extent to which the title to property in Basrah depends on the steps taken by the Revenue Commissioner under this notification. I am advised that there is little risk that any Tapu deeds given by the Revenue Commissioner in regular manner, and in conformity with Turkish law, will be impugned. You will see from the notification itself that Tapu deeds were to be prepared "under the former laws and orders" and it is reasonable to assume this was adhered to and that sanads were issued in a regular manner and are, for all purposes, valid. The danger of invalidation of title would only exist where Tapu deeds were issued irregularly and not in strict conformity with the technical requirements of Turkish law. There are no means of ascertaining whether any irregular deeds were issued. We know that in the Paddaghiyah case this was so, but it is quite likely that this was the only instance. Briefly put, there is no attack upon the validity of the re-opening of the Tapu Department or of the bona fide transactions registered therein. The flaw in the Paddaghiyah title deeds exists because the Revenue Commissioner in issuing them went outside the terms of his notification and, for reasons which at the time appeared to be good and compelling, granted them not in accordance with the "laws and orders".

I am driven to the conclusion that we should not be able to argue with conviction that the non-validation of the Tapu deeds issued for the Paddaghiyah estate would have a serious detrimental effect upon regular Tapu transactions carried out in Basrah during the Occupation. It is the legality of these particular deeds, not the operation of the Tapu Department, which is in jeopardy.

Yours ever,

(Signed) George O. Forbes.



32
You ask me to give you any information obtainable
regarding the extent to which the title to property in
Bahrain depends on the steps taken by the Revenue Commissioner
under this notification. I am advised that there is little
risk that any Tapa deeds given by the Revenue Commissioner in
regular manner, and in conformity with Turkish law, will be
impugned. You will see from the notification itself that
Tapa deeds were in no way prepared "under the former law and
orders" and it is reasonable to assume this was adhered to
and that deeds were issued in a regular manner and are, for
all purposes, valid. The danger of invalidation of title would
only exist where Tapa deeds were issued irregularly and not in
strict conformity with the technical requirements of Turkish
law. There are no means of ascertaining whether any irregular
deeds were issued. We know that in the Paddaghlyah case this
was so, but it is quite likely that this was the only instance.
Briefly put, there is no attack upon the validity of the re-
opening of the Tapa Department or of the bona fide transactions
registered therein. The law in the Paddaghlyah title deeds
exists because the Revenue Commissioner in issuing them went
outside the terms of his notification and, for reasons which at
the time appeared to be good and compelling, granted them not
in accordance with the "laws and orders".
I am driven to the conclusion that we should not be able to
argue with conviction that the non-validation of the Tapa deeds
issued for the Paddaghlyah estate would have a serious
detrimental effect upon regular Tapa transactions carried out
in Bahrain during the notification. It is the invalidity of these
particular deeds, not the operation of the Tapa Department,
which is in jeopardy.

Yours ever,
(Signed) George O. Forbes.



27(33)

THE BASRA TIMES
and
TIMES OF MESOPOTAMIA.

Tuesday, May 4th, 1915.

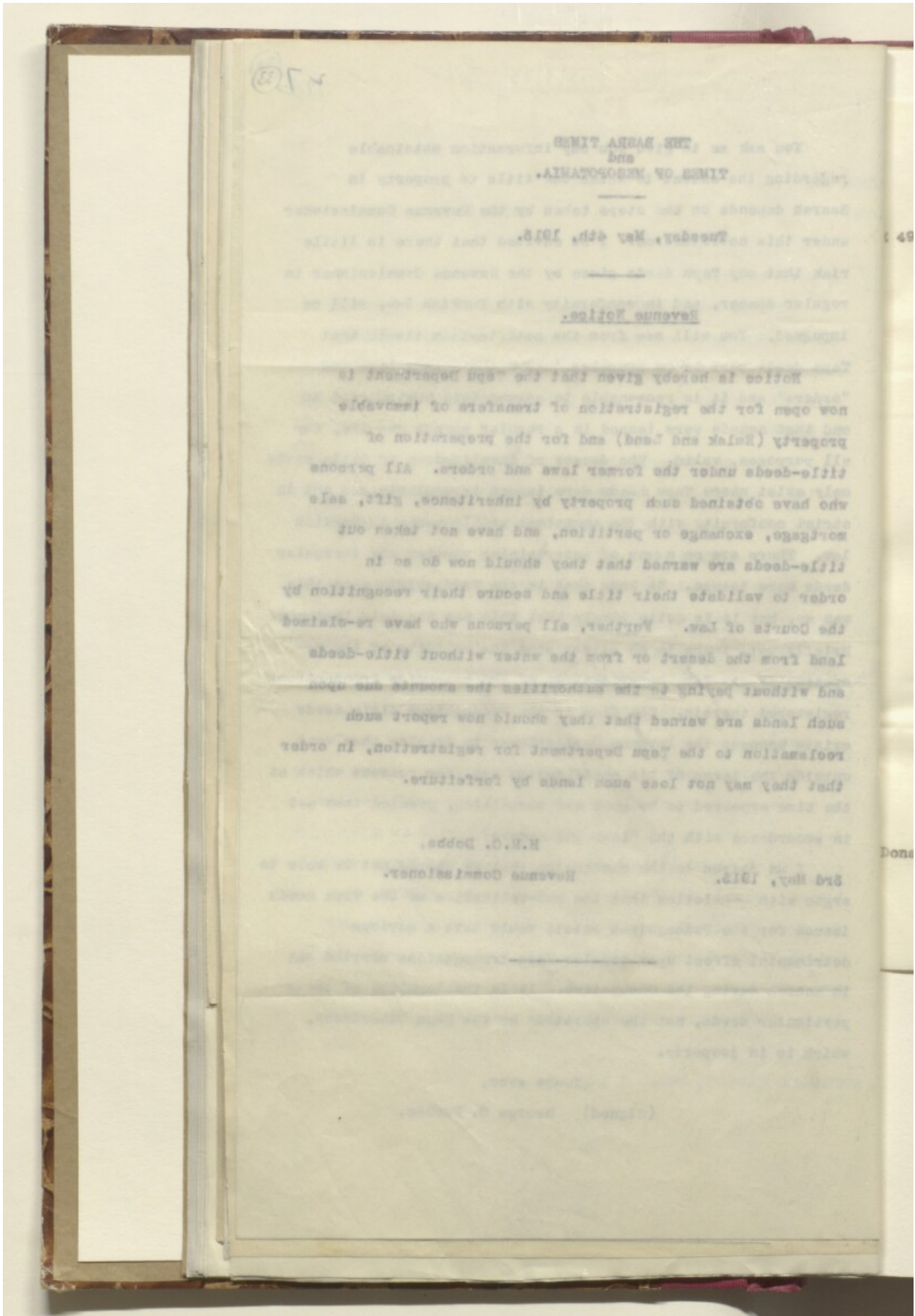
Revenue Notice.

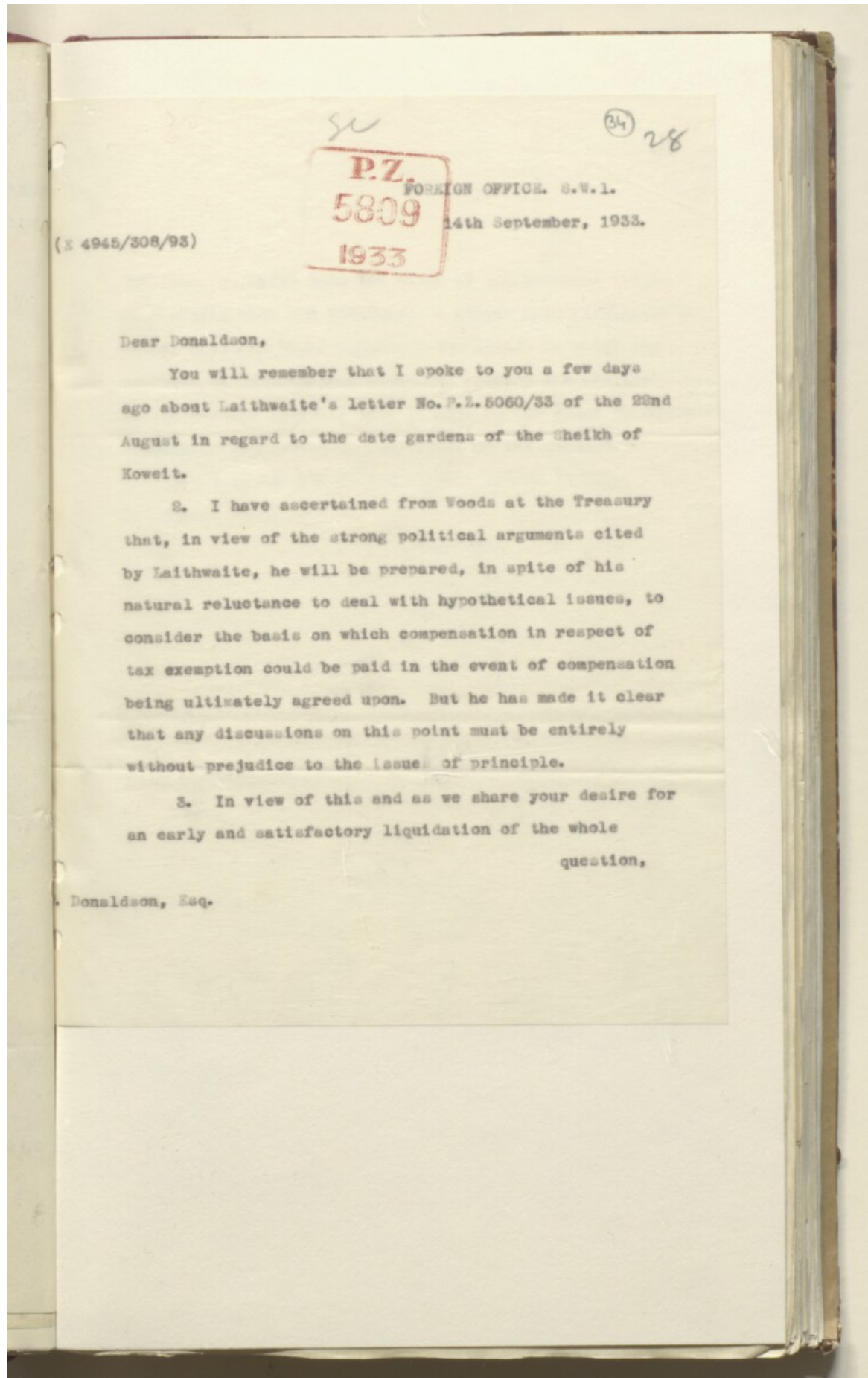
Notice is hereby given that the Tapu Department is now open for the registration of transfers of immovable property (Kulak and Land) and for the preparation of title-deeds under the former laws and orders. All persons who have obtained such property by inheritance, gift, sale mortgage, exchange or partition, and have not taken out title-deeds are warned that they should now do so in order to validate their title and secure their recognition by the Courts of Law. Further, all persons who have re-claimed land from the desert or from the water without title-deeds and without paying to the authorities the amounts due upon such lands are warned that they should now report such reclamation to the Tapu Department for registration, in order that they may not lose such lands by forfeiture.

H.R.C. Dobbs,

3rd May, 1915.

Revenue Commissioner.





(X 4945/308/93)

P.Z.
5809
1933

FOREIGN OFFICE. S.W.I.

14th September, 1933.

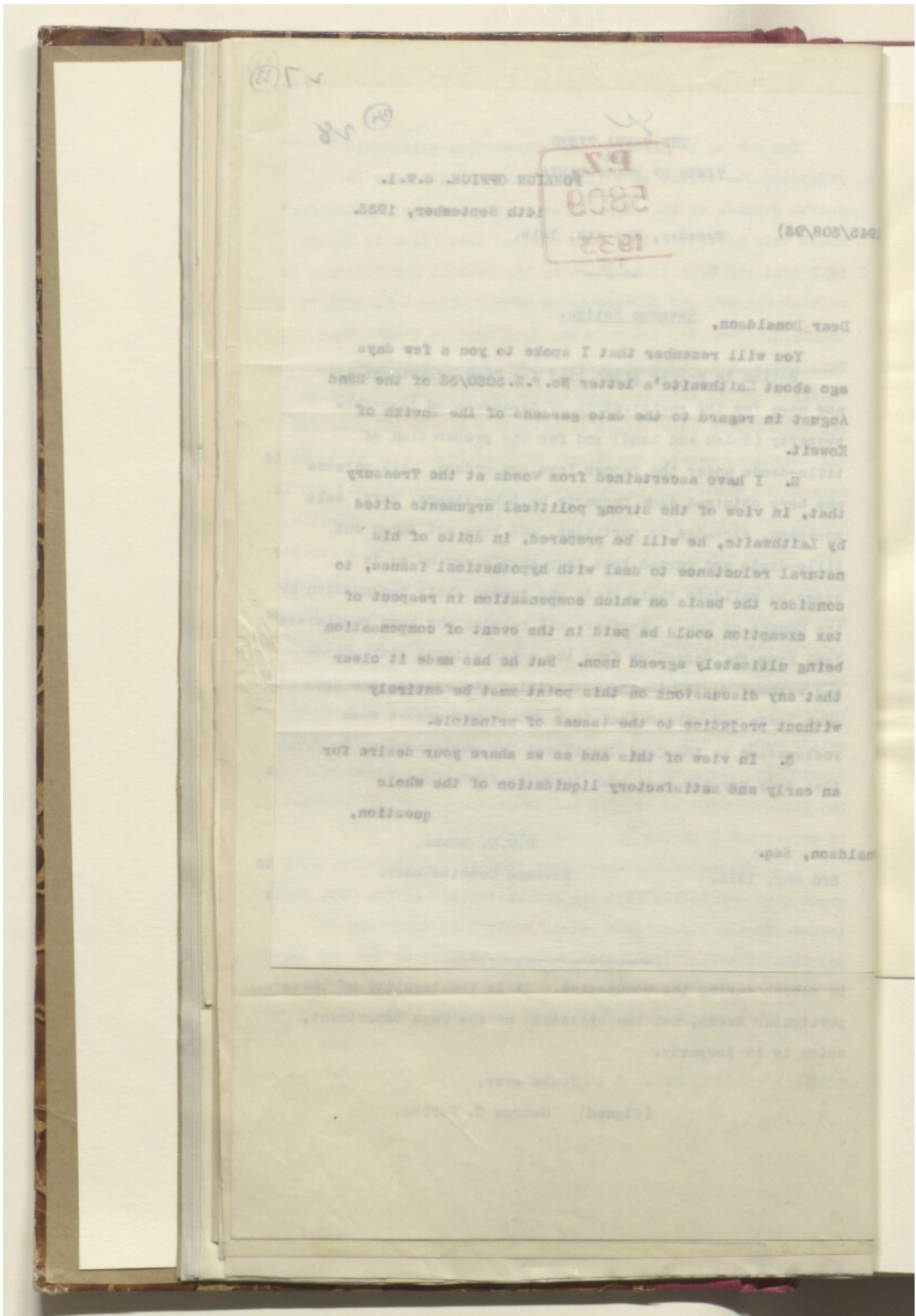
Dear Donaldson,

You will remember that I spoke to you a few days ago about Laithwaite's letter No. P.Z. 5060/33 of the 22nd August in regard to the date gardens of the Sheikh of Kuwait.

2. I have ascertained from Woods at the Treasury that, in view of the strong political arguments cited by Laithwaite, he will be prepared, in spite of his natural reluctance to deal with hypothetical issues, to consider the basis on which compensation in respect of tax exemption could be paid in the event of compensation being ultimately agreed upon. But he has made it clear that any discussions on this point must be entirely without prejudice to the issue of principle.

3. In view of this and as we share your desire for an early and satisfactory liquidation of the whole question,

Donaldson, Esq.





(35)

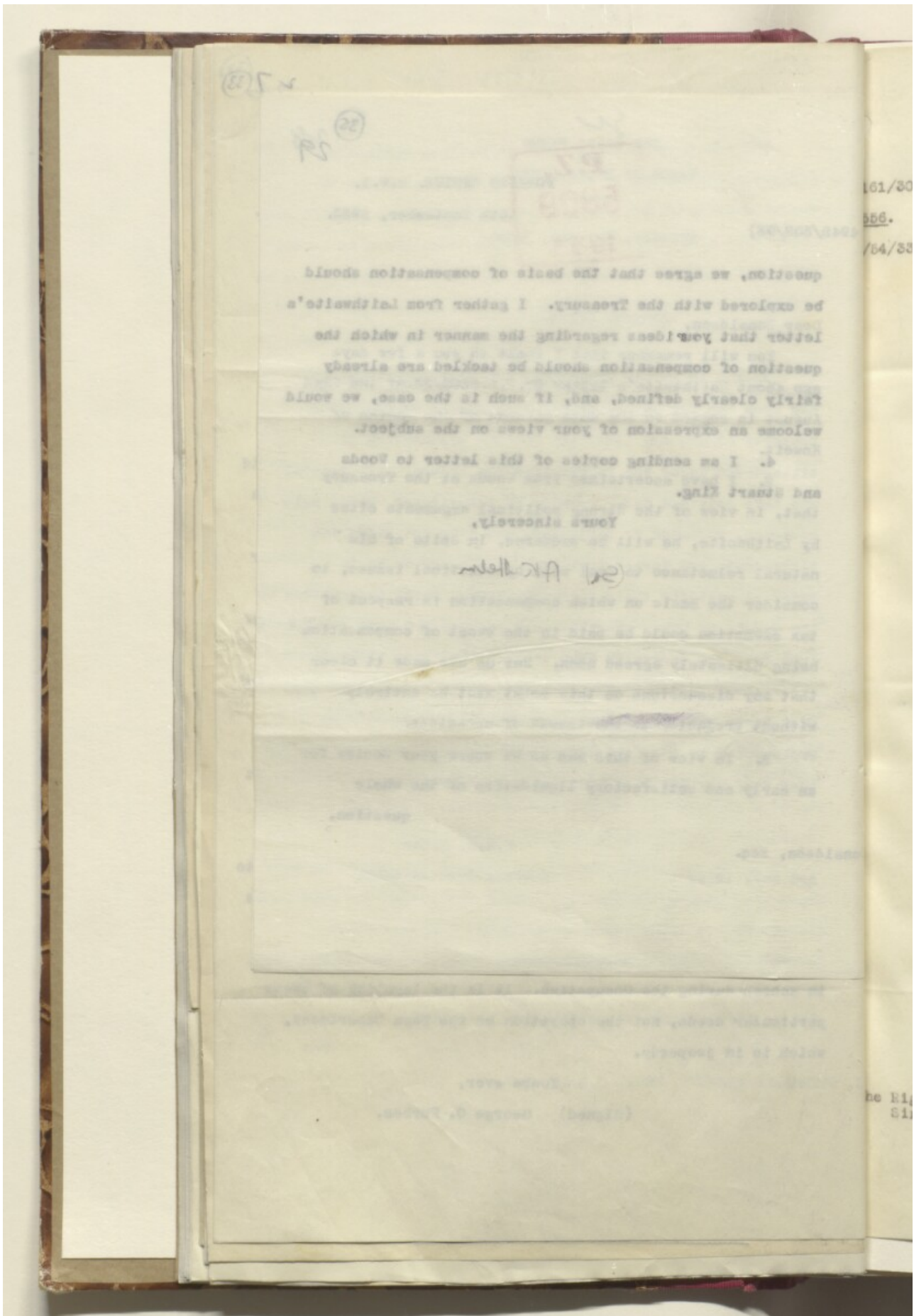
29

question, we agree that the basis of compensation should be explored with the Treasury. I gather from Laithwaite's letter that your ideas regarding the manner in which the question of compensation should be tackled are already fairly clearly defined, and, if such is the case, we would welcome an expression of your views on the subject.

4. I am sending copies of this letter to Woods and Stuart King.

Yours sincerely,

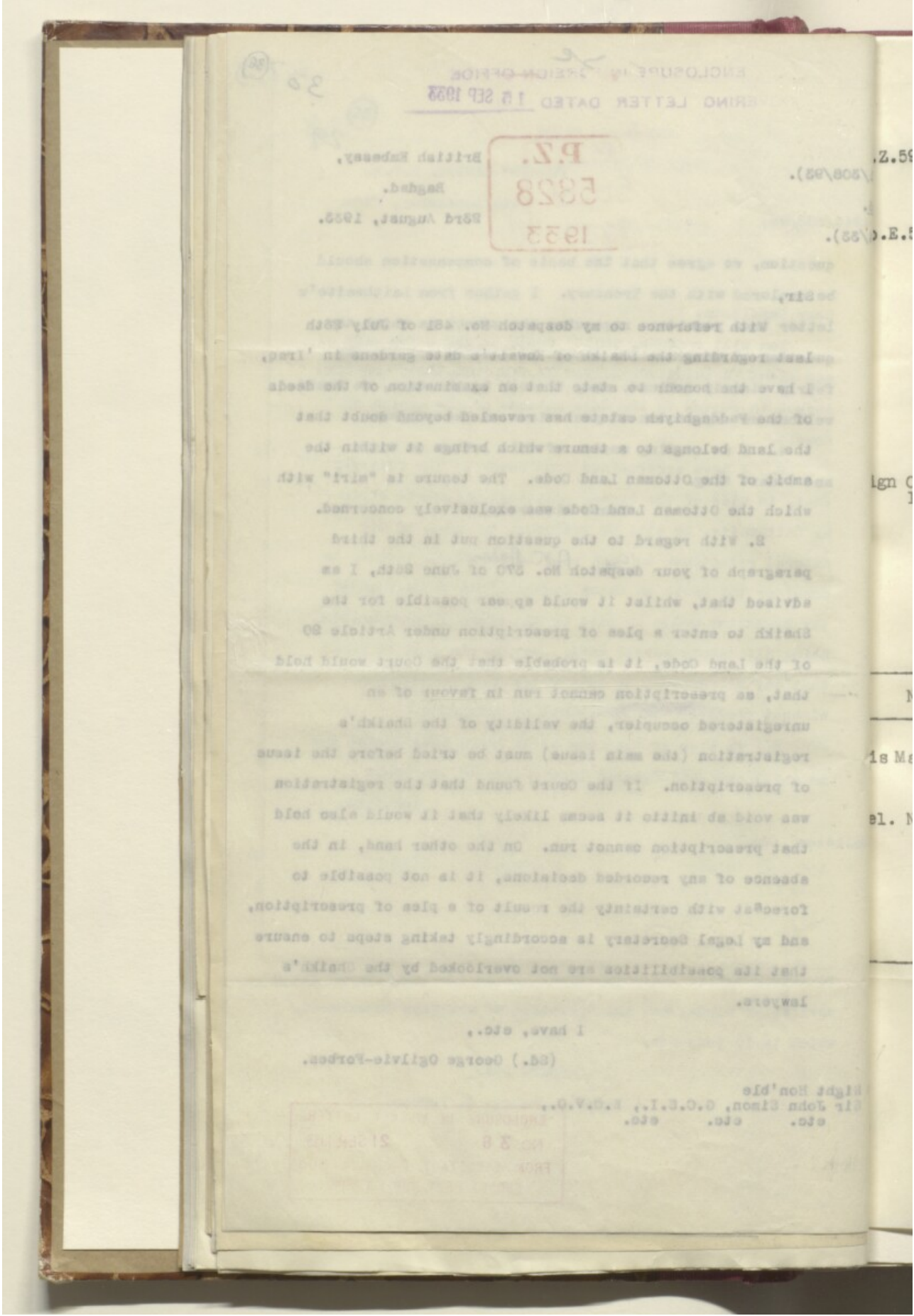
(Sd) A.R. Helm



30 (36)

9/54/33).

British Embassy,
Bagdad.
23rd August, 1933.





P.Z.5952/33.

No.E.5462/308/93.

THE Under-Secretary of State for Foreign Affairs
presents his compliments to the Under Secretary of
State for India and, by direction of the Secretary of
State, transmits herewith copies of the under-mentioned
paper.

Sign Office,
18th September, 1933.

Reference to previous correspondence:
F.O. letter E.5401/308/93 of September 16.

Description of Enclosure.

Name and Date.	Subject.
His Majesty's Representative, Bagdad. Tel. No.364 of 16th Sept.	Date Gardens of Sheikh of Koweit in Iraq.

Similar letter sent to Treasury.





2892. P.Z.5952/33.

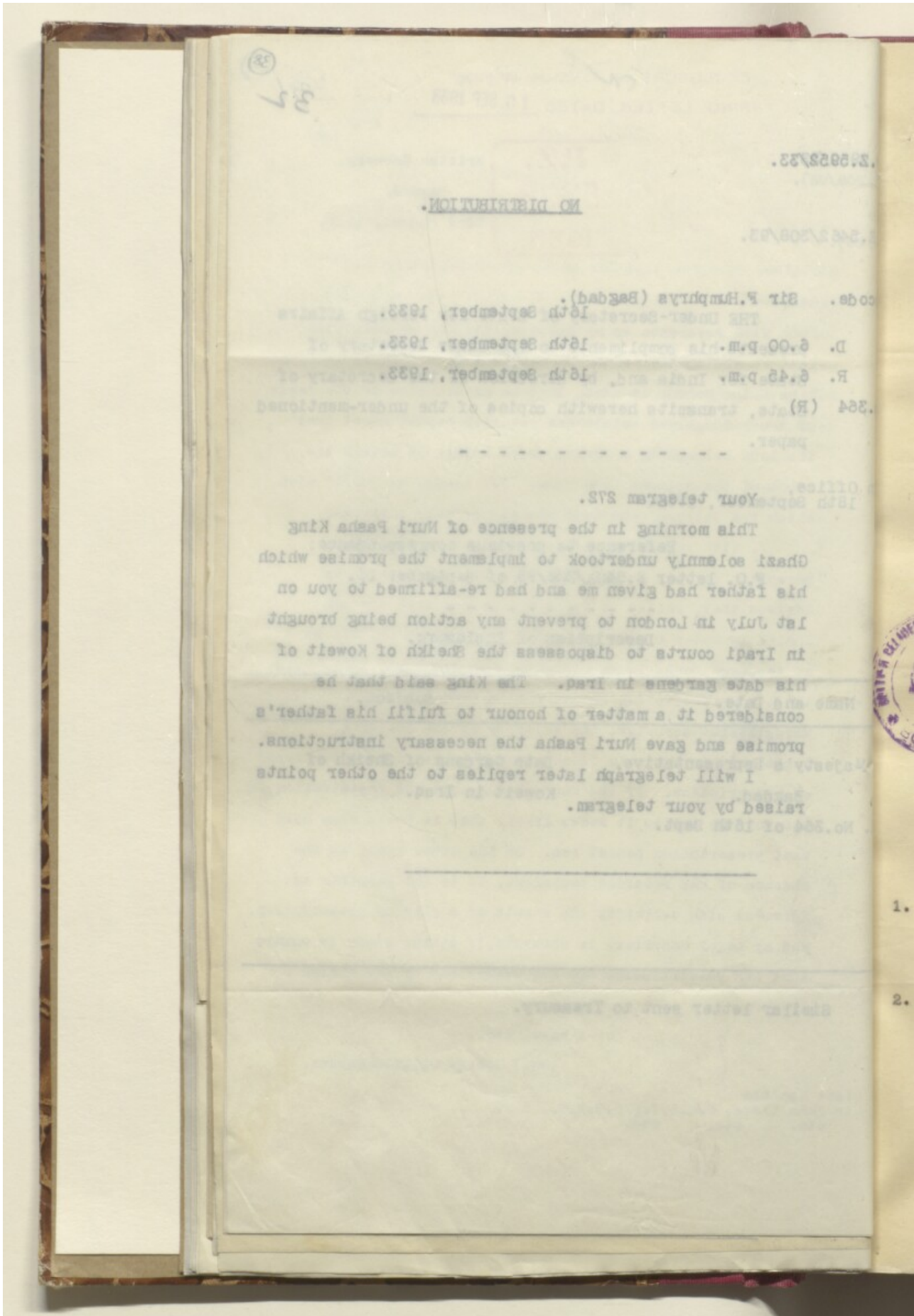
NO DISTRIBUTION.

Decode. Sir F.Humphrys (Bagdad).
16th September, 1933.
D. 6.00 p.m. 16th September, 1933.
R. 6.45 p.m. 16th September, 1933.
No.364 (R)

Your telegram 272.

This morning in the presence of Nuri Pasha King Ghazi solemnly undertook to implement the promise which his father had given me and had re-affirmed to you on 1st July in London to prevent any action being brought in Iraqi courts to dispossess the Sheikh of Koweit of his date gardens in Iraq. The King said that he considered it a matter of honour to fulfil his father's promise and gave Nuri Pasha the necessary instructions.

I will telegraph later replies to the other points raised by your telegram.





CONFIDENTIAL. *R.L.N. 629.* *33* *(39)*

No. *24.10* 1343-S of 1933. *27.10.33*

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Secretary of State for India, London.
2. The Foreign Secretary to the Government of India, New Delhi.

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

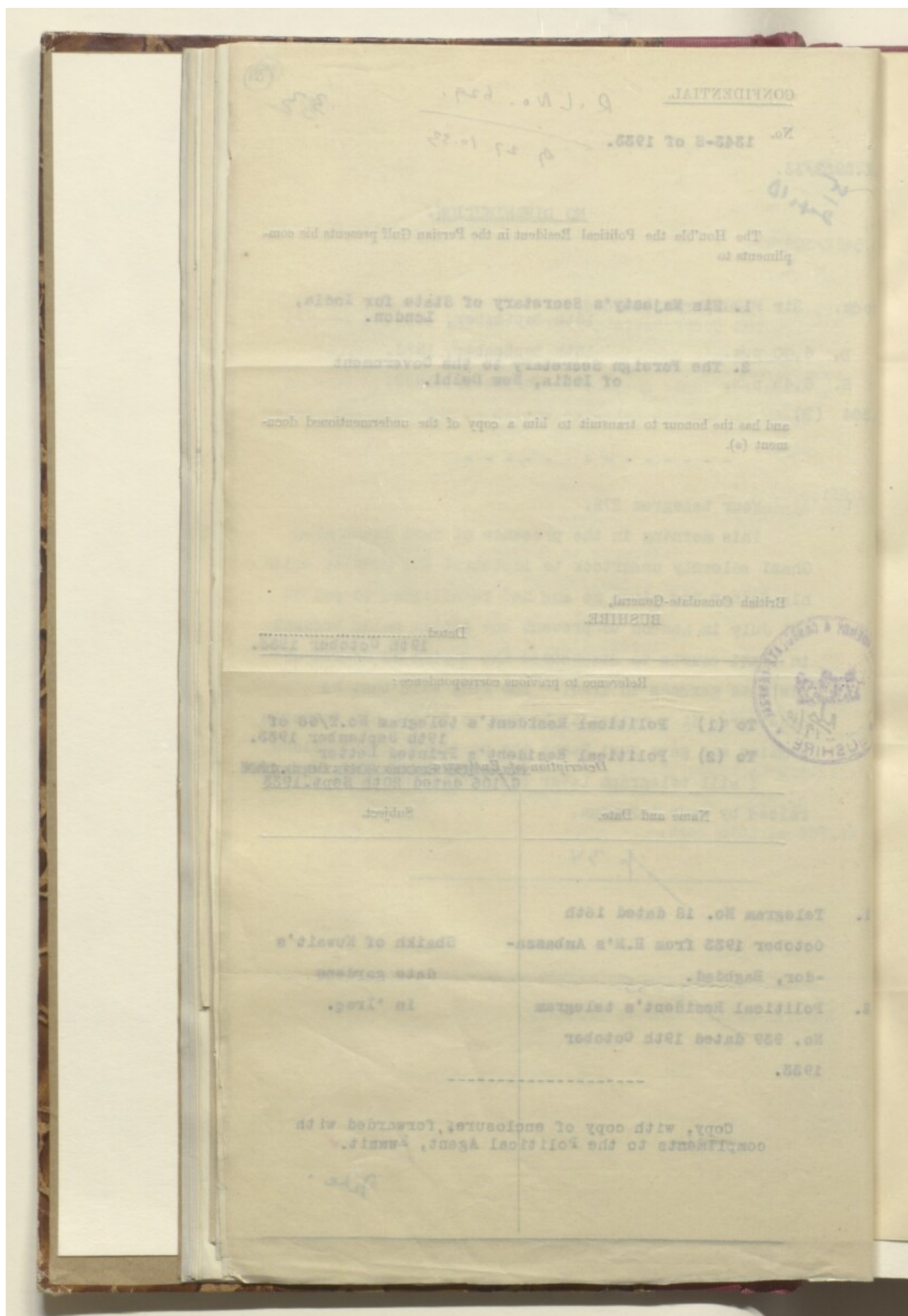
Dated.....
19th October 1933.

Reference to previous correspondence:

To (1) Political Resident's telegram No.T/58 of 19th September 1933.
To (2) Political Resident's Printed Letter *Description of Enclosure* ~~No. 939 dated 19th Sept. 1933~~ C/106 dated 20th Sept. 1933

Name and Date.	Subject.
1. Telegram No. 18 dated 16th October 1933 from H.M.'s Ambassador, Baghdad. <i>p. 34</i>	Shaikh of Kuwait's date gardens
2. Political Resident's telegram No. 939 dated 19th October 1933. <i>p. 35</i>	in 'Iraq.

Copy, with copy of enclosure, forwarded with compliments to the Political Agent, Kuwait. *file*



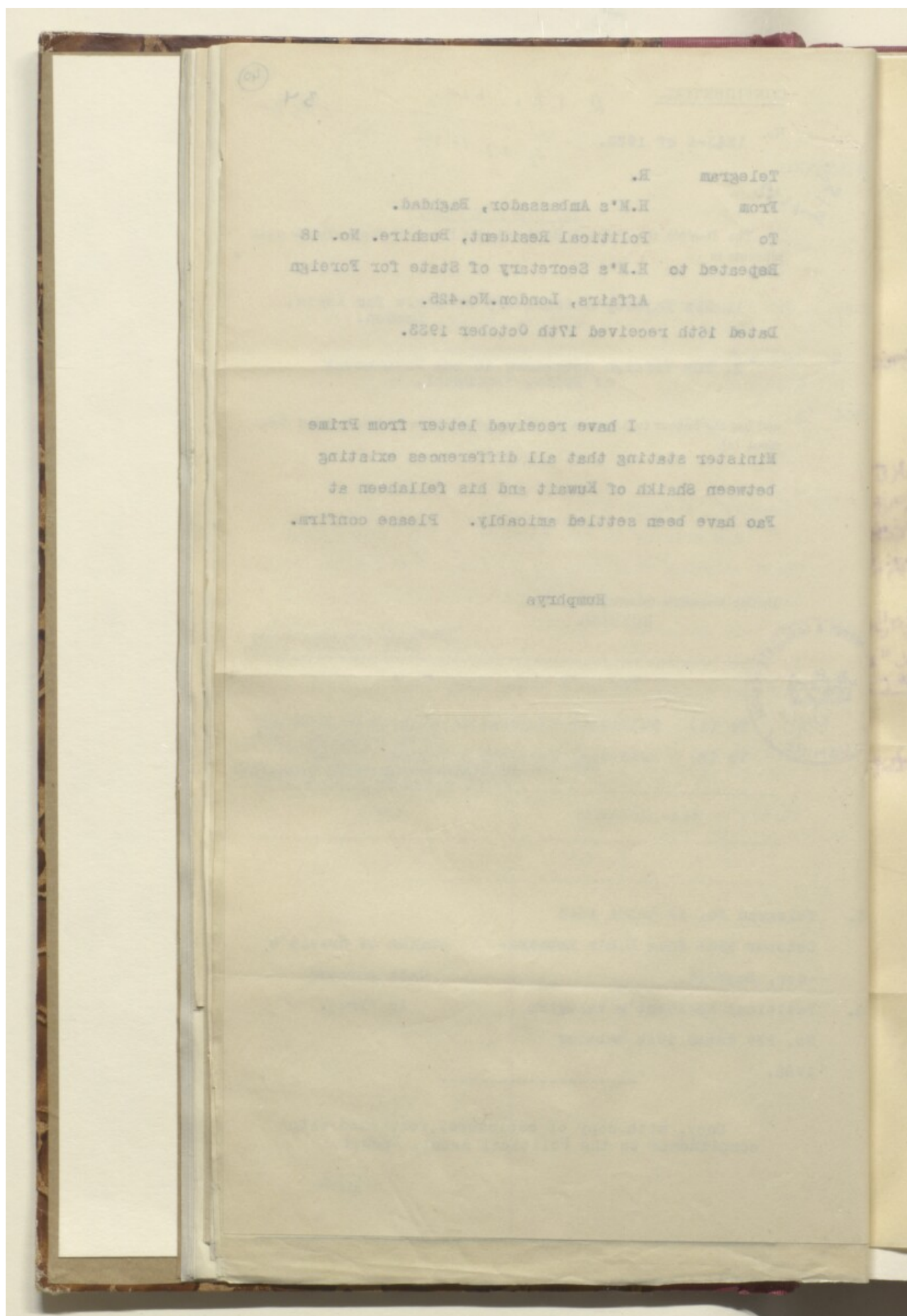


34 (40)

Telegram R.
From H.M's Ambassador, Baghdad.
To Political Resident, Bushire. No. 18
Repeated to H.M's Secretary of State for Foreign
Affairs, London.No.425.
Dated 16th received 17th October 1933.

I have received letter from Prime
Minister stating that all differences existing
between Shaikh of Kuwait and his fellaheen at
Fao have been settled amicably. Please confirm.

Humphrys

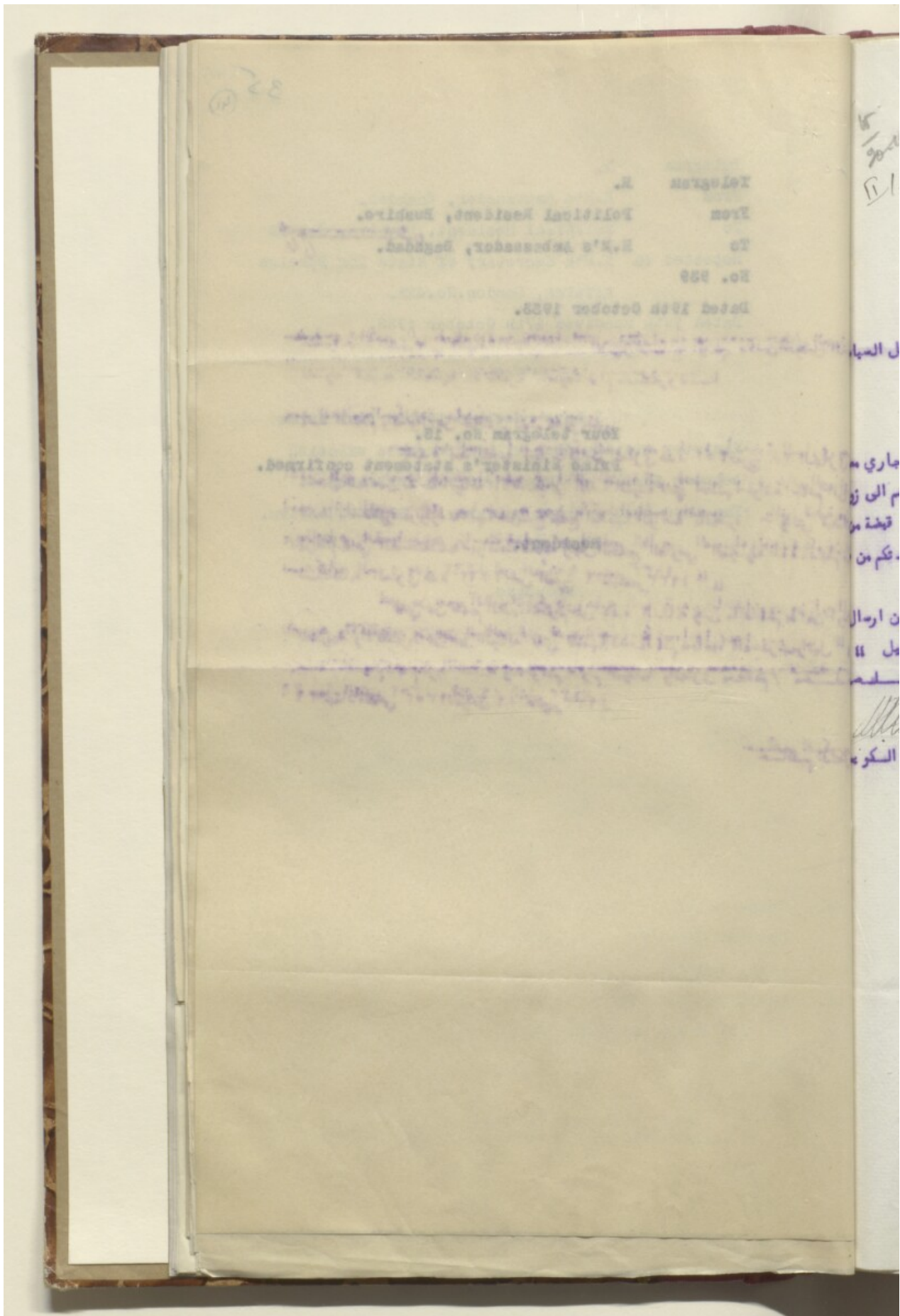




35 (41)

Telegram R.
From Political Resident, Bushire.
To H.M.'s Ambassador, Baghdad.
No. 939
Dated 19th October 1933.

Your telegram No. 18.
Prime Minister's statement confirmed.
Resident.



36 (42)

5
90-10

5/15

R. I. No. 634
27.10.33

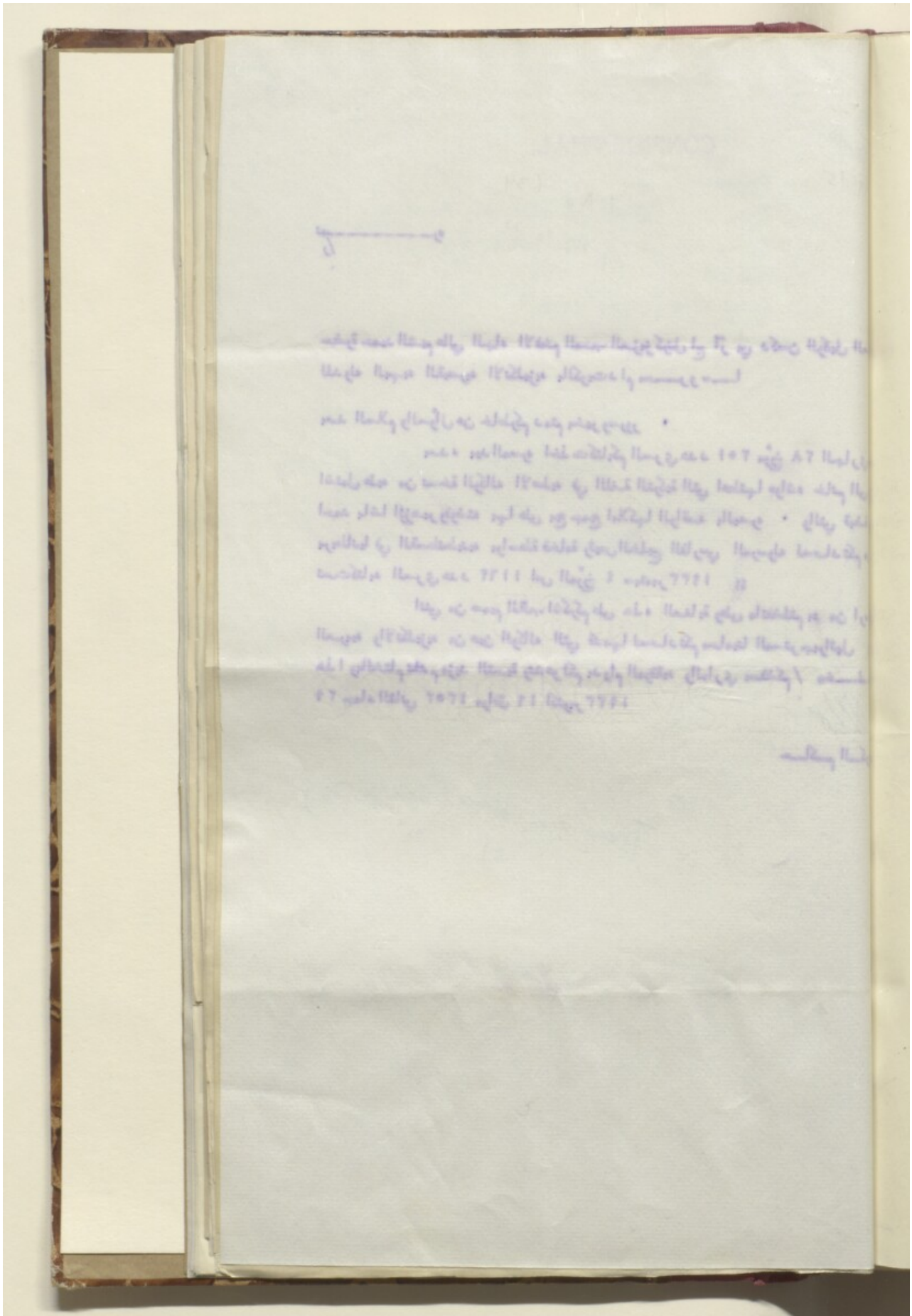
بهد السلام والسؤال عن خاطرکم دمتم بخیر وسرور *

بعدد بيد المسرة اخذت كتابكم السري عدد ٢٥١ مؤرخ ٢٨ الجاري
اشتمل عليه من نسخة الوكالة الاصلية في اللغة التركية التي اعطتها عواشه خاتم الى زوم
احمد باشا الزهر وفوضته بها على بيع جميع املاكها الواقعة بالمسرة . والتي قبضة من
مصرعنا في القسطنطينية بواسطة ضخامة رئيس الخلع الفارسي المرسله لسمادكم من قبل
تحت كتابه السري عدد ١١٦٢ اس المؤرخ ٤ سبتمبر ١٩٣٣

انني من صمم القلب اشكركم على هذه العناية وعلى ما تفضلتم به من ارسال
المريه والاكليزيه من عين الركااله التي قدمها لسعادتك مما يحيا المسترجع ابراهيم
هذا وبالخاتم مقدم مزيد الصحة وتدعوا لكم بدوام الموفقية والباري معكم / مخلص
٢٩ جماد الثاني ١٣٥٢ الموافق ١٩ أكتوبر ١٩٣٣

حاکم الکونین

10. Translating plane (see p. 37.)





37

(43)

Translation of Confidential letter No. R/-----,
Dated the 29th Jamad thani 1352 (19th October 1933), from
His Excellency Shaikh Sir Ahmed al-Jabir as-Subah, K.C.I.E.,
C.S.I., Ruler of Kuwait, to the Political Agent, Kuwait.

After compliments,

With the hand of pleasure I have received
your Confidential letter No. 251, dated the 28th Jamad thani
1352 (18th October 1933) with its enclosure a copy in Tur-
kish of the original Power of Attorney, which has been given
by 'Awasha Khanem to her husband Ahmed Pasha az-Zuhair empower-
ing him to sell all her properties situated in Basrah, which
has been received from the British Ambassador at Constantinople
by the Hon'ble the Political Resident in the Persian Gulf, and
the latter sent it to Your Excellency under his Confidential
letter No. 1162.S, dated the 4th September 1933.

I, from the bottom of my heart, thank you for
your ready attention, and for your favour of sending the Eng-
lish and Arabic translations of the same Power of Attorney,
which our lawyer, Mr. Gariel, forwarded to Your Excellency.

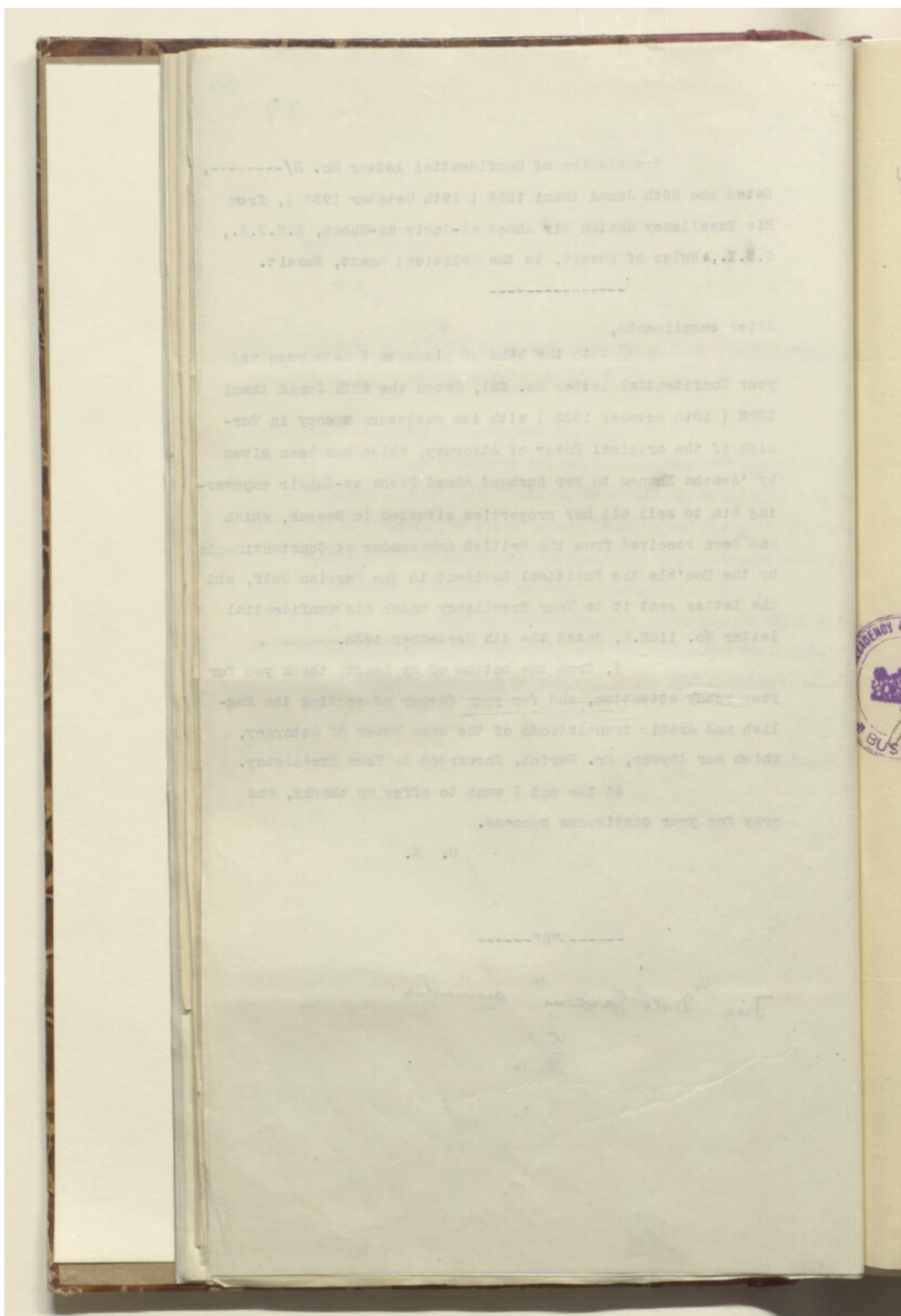
At the end I want to offer my thanks, and
pray for your continuous success.

U. E.

-----"0"-----

File "Date Gardens" ownership

W
26.10





CONFIDENTIAL.

R. I. No. 643
24.11.33.

3/6 (14)

No. 1770-S of 1933.

W
2.11.33

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Secretary of State for India, London,
2. His Majesty's Ambassador, Bagdad,
3. The Foreign Secretary to the Government of India, New Delhi,

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

Dated... 28th October 1933.

Reference to previous correspondence:

To 1 and 3. Bushire printed letter no. 1343-S, dated 19th October 1933.

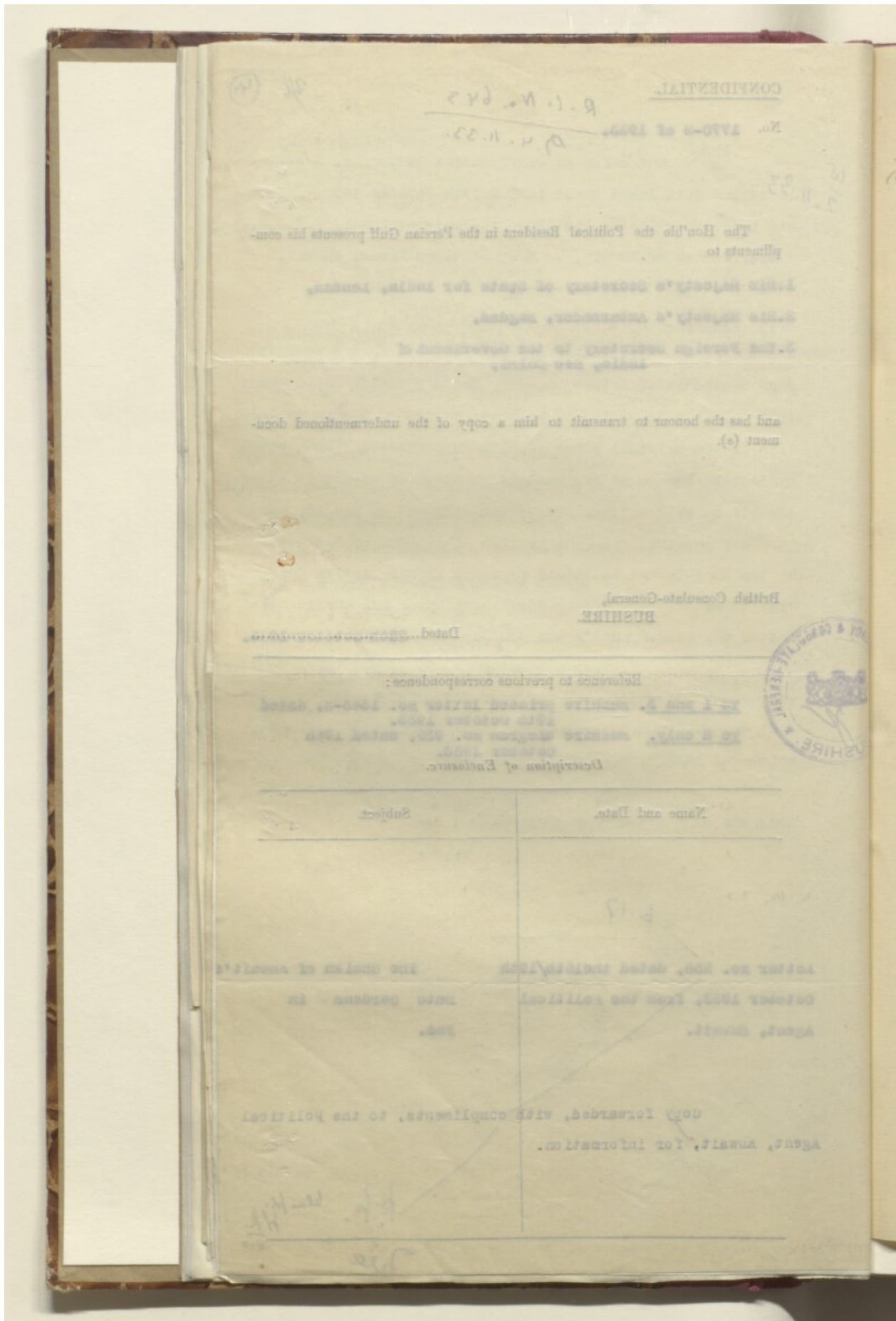
To 2 only. Bushire Telegram no. 939, dated 19th October 1933.

Description of Enclosure.

Name and Date.	Subject.
Letter No. 258, dated the 15th/19th October 1933, from the Political Agent, Kuwait.	The Shaikh of Kuwait's Date gardens in Ra's.

Copy forwarded, with compliments, to the Political Agent, Kuwait, for information.

p.p. H.H.
Hie





CONFIDENTIAL.

D.O.No.276.

POLITICAL AGENCY,

KUWAIT.

Dated the 18th Nov. 1933.

My dear Ogilvie Forbes,

When I was in Baghdad, Nihill told me that he was anxious to come down to Basra and meet Gabriel and myself for a discussion of the "Faddaghiyeh" case. The former is, as you know, the Shaikh of Kuwait's lawyer.

2. On my return to Kuwait and with Nihill's permission I told Gabriel about the proposed visit. He welcomed the idea.

3. As Nihill has unfortunately left Baghdad for other spheres, I thought perhaps that his successor might like to carry out Nihill's original plan and meet Gabriel and myself in Basra. I think we should all three benefit by an exchange of views. What are your views?

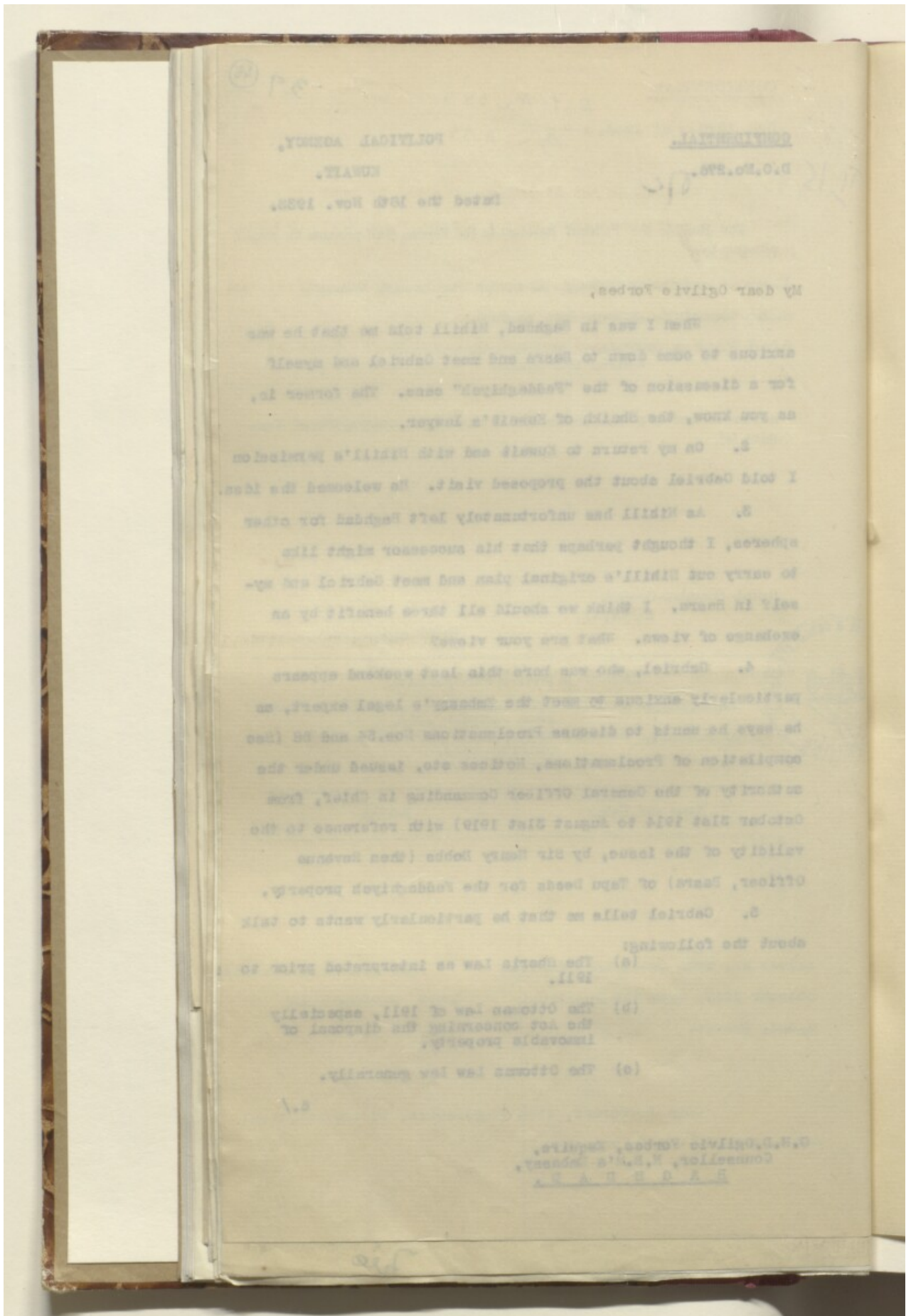
4. Gabriel, who was here this last weekend appears particularly anxious to meet the Embassy's legal expert, as he says he wants to discuss Proclamations Nos.54 and 58 (See compilation of Proclamations, Notices etc. issued under the authority of the General Officer Commanding in Chief, from October 31st 1914 to August 31st 1919) with reference to the validity of the issue, by Sir Henry Dobbs (then Revenue Officer, Basra) of Tapu Deeds for the Faddaghiyeh property.

5. Gabriel tells me that he particularly wants to talk about the following:

- (a) The Sheria Law as interpreted prior to 1911.
- (b) The Ottoman Law of 1911, especially the Act concerning the disposal of immovable property.
- (c) The Ottoman Law generally.

S./

G.R.D.Ogilvie Forbes, Esquire,
Counsellor, H.B.M.'s Embassy,
B A G H D A D .





- 2 -

6. Gabriel thinks it may be possible to make Sir Henry Dobb's decision fall within the scope of Proclamation No.58.

7. Although I am no lawyer myself, I think a discussion with Gabriel might bear useful fruit.

I am sending a copy of this to Colonel Fowle at Bushire.

Yours sincerely,

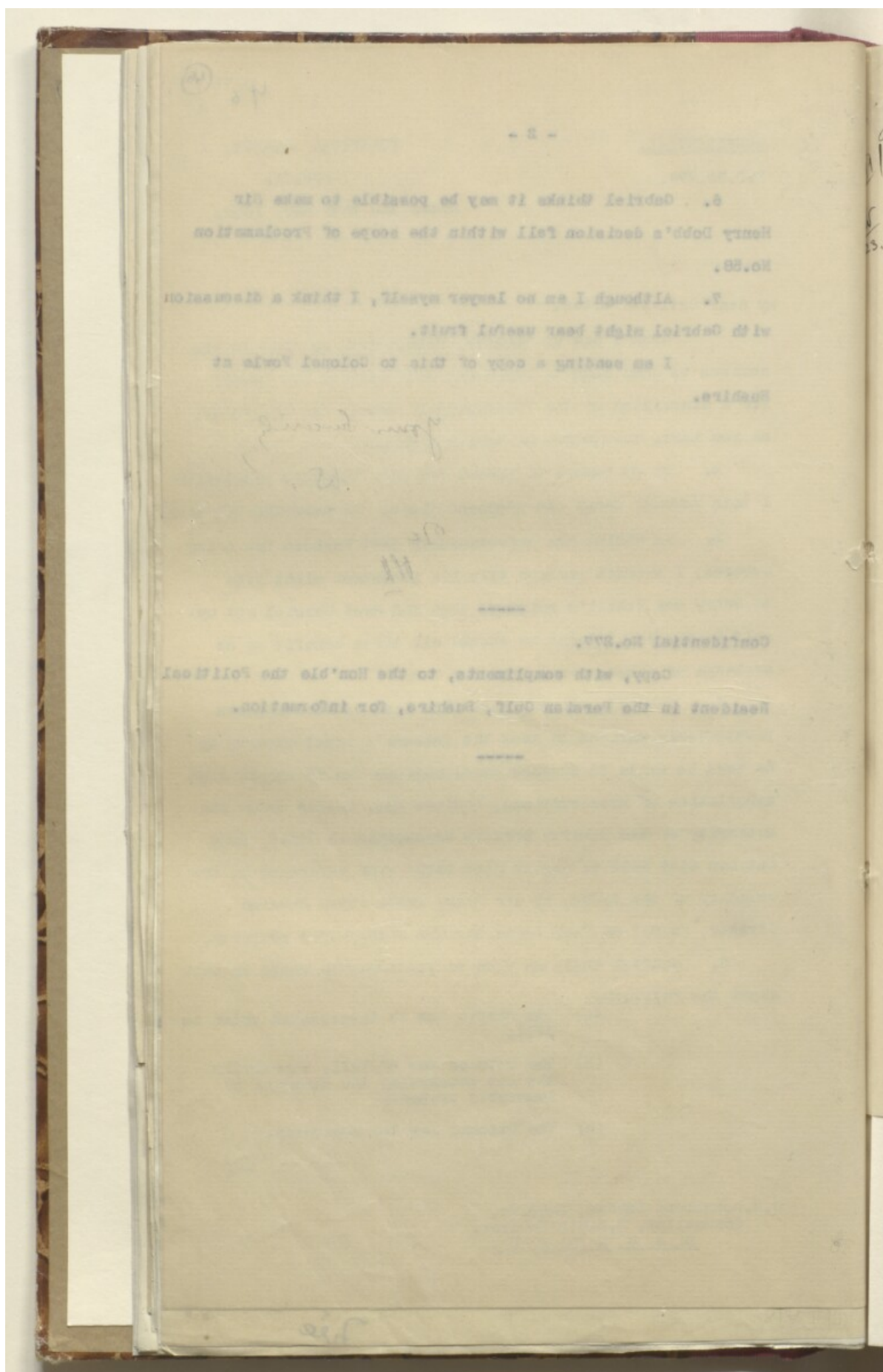
W

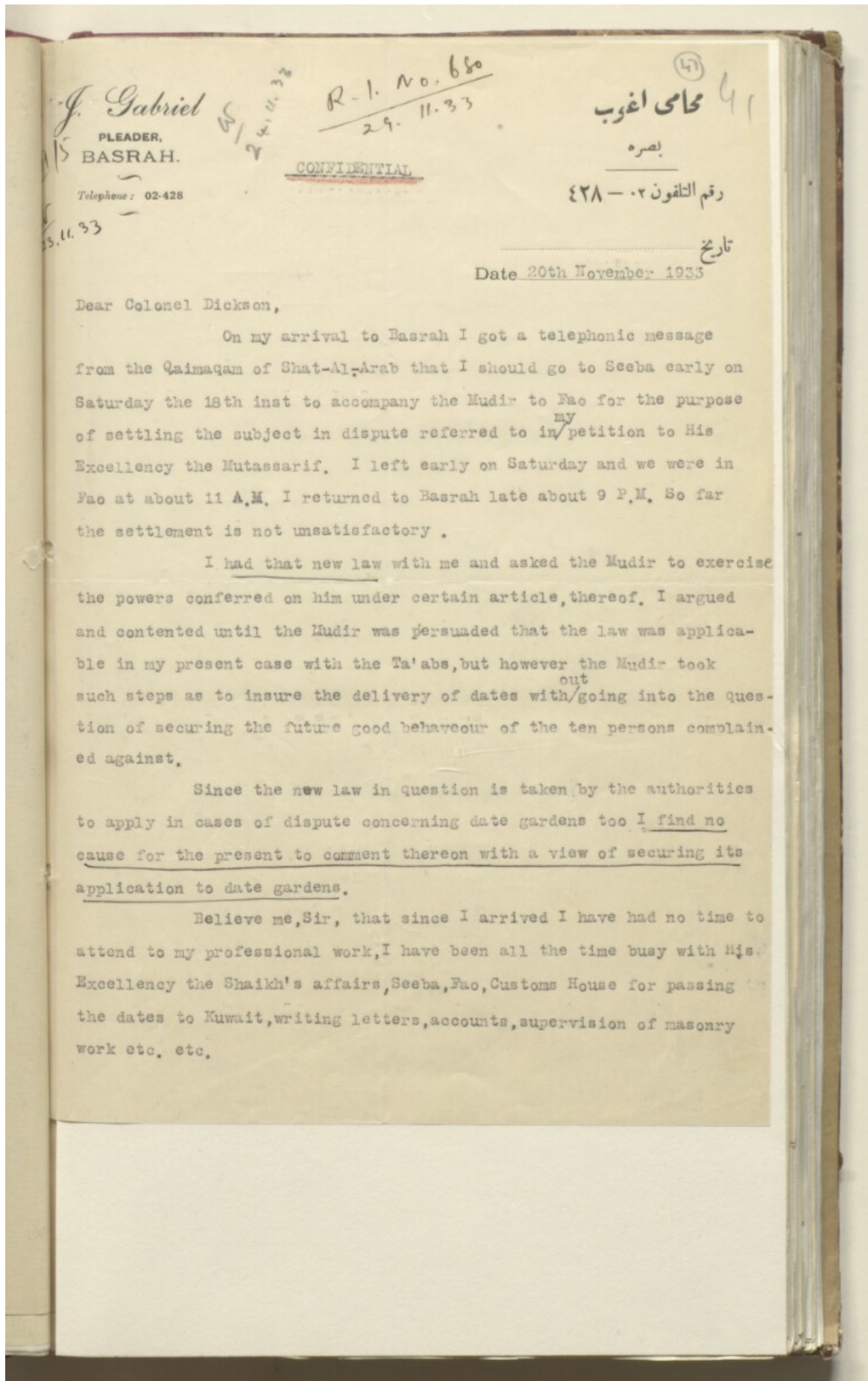
Re

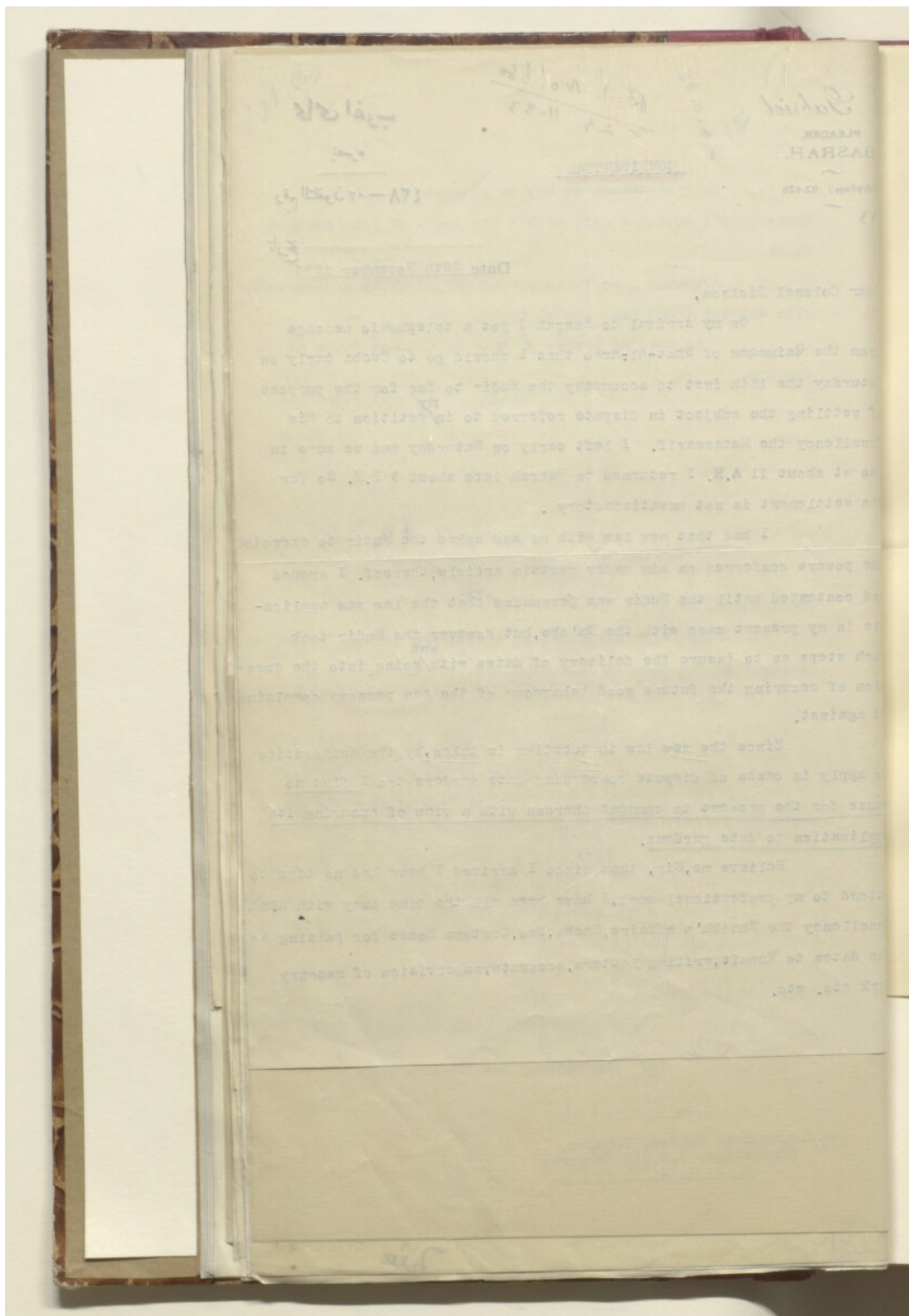
Hk

Confidential No.277.

Copy, with compliments, to the Hon'ble the Political Resident in the Persian Gulf, Bushire, for information.









- 2 -

42 (48)

I hope you will shortly come to Basrah when I will be very
pleased to meet you.

With kindest regards and very good wishes.

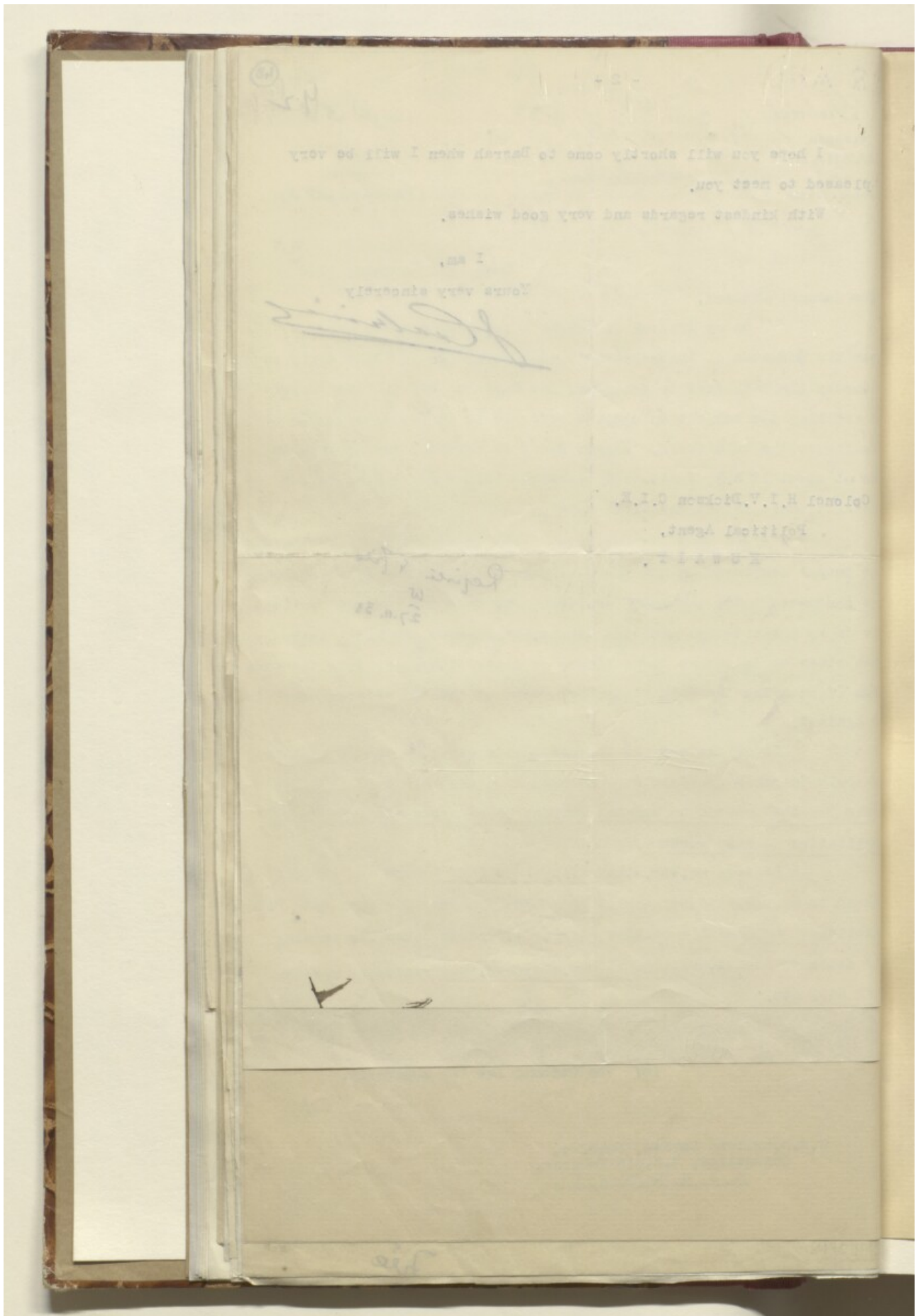
I am,

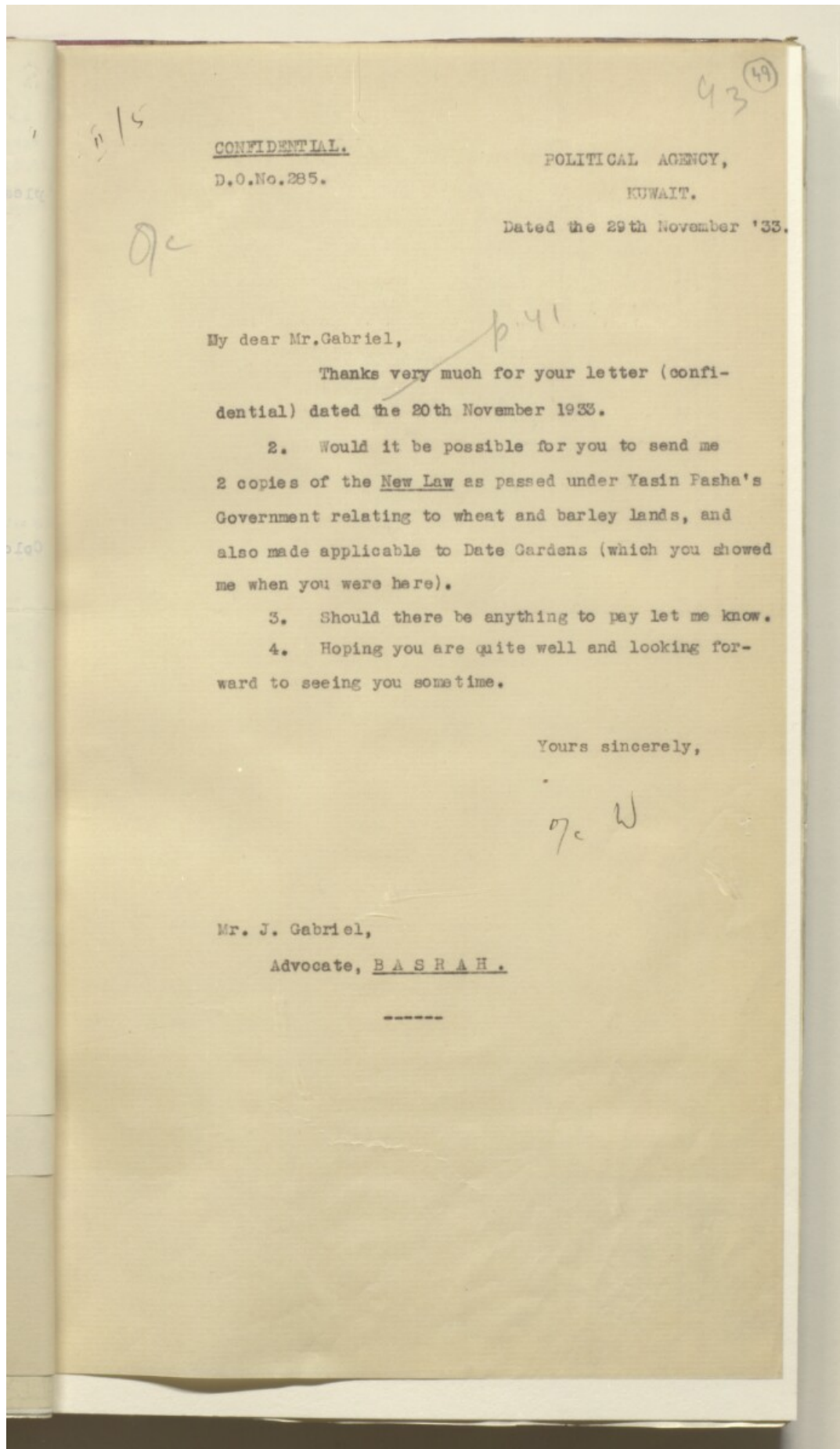
Yours very sincerely

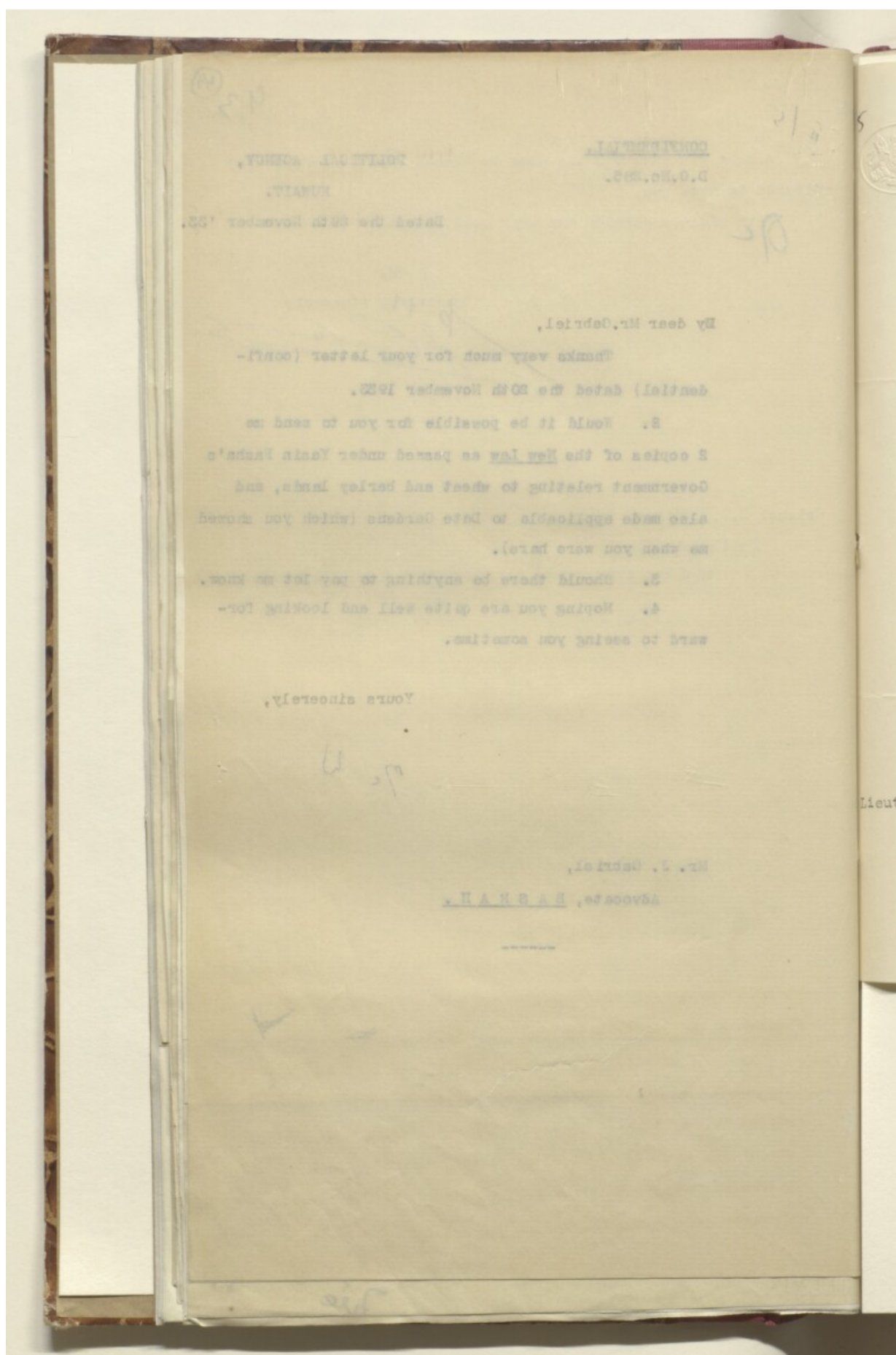
J. H. V. Dickson

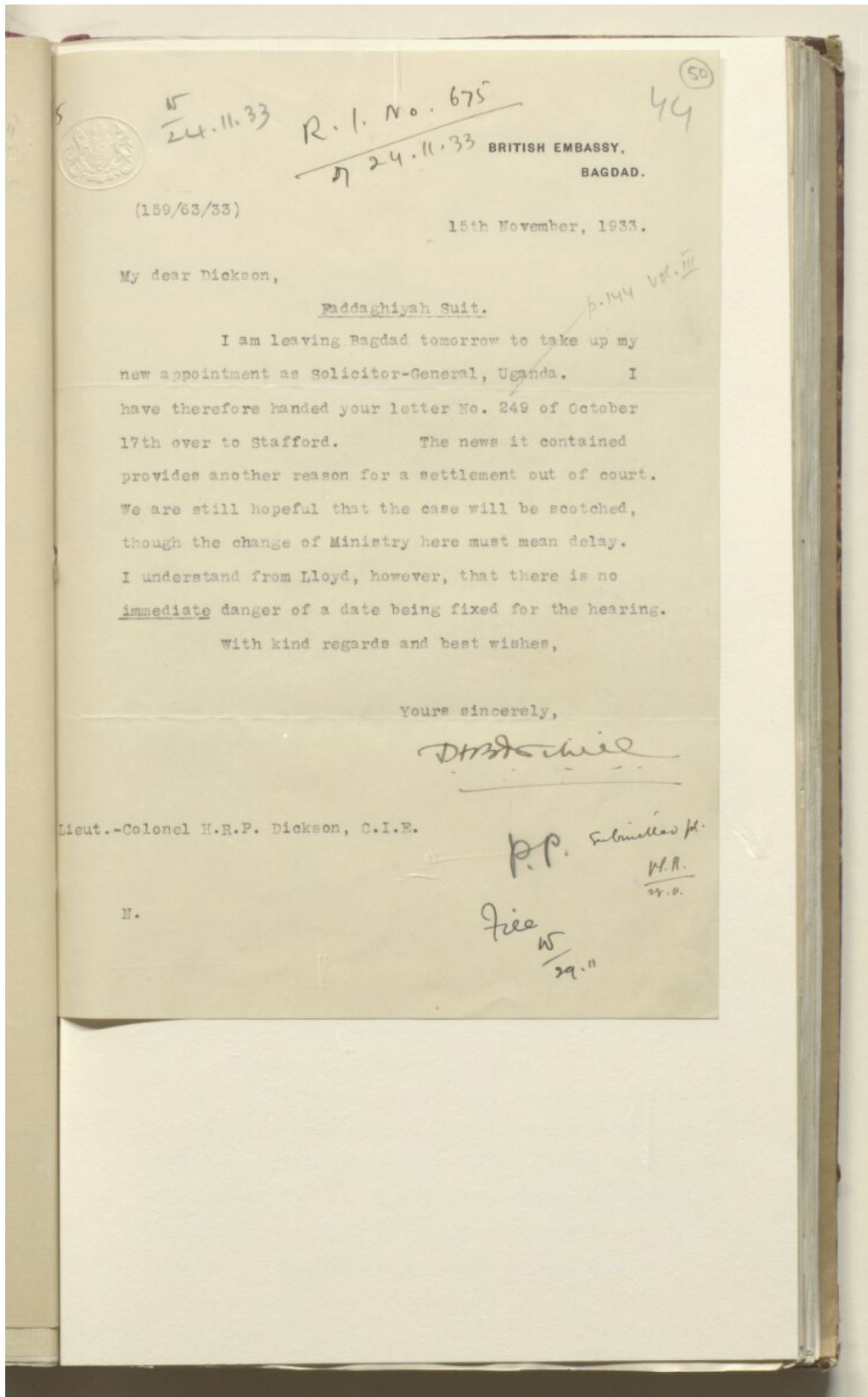
Colonel H. I. V. Dickson C. I. E.
Political Agent,
K U W A I T .

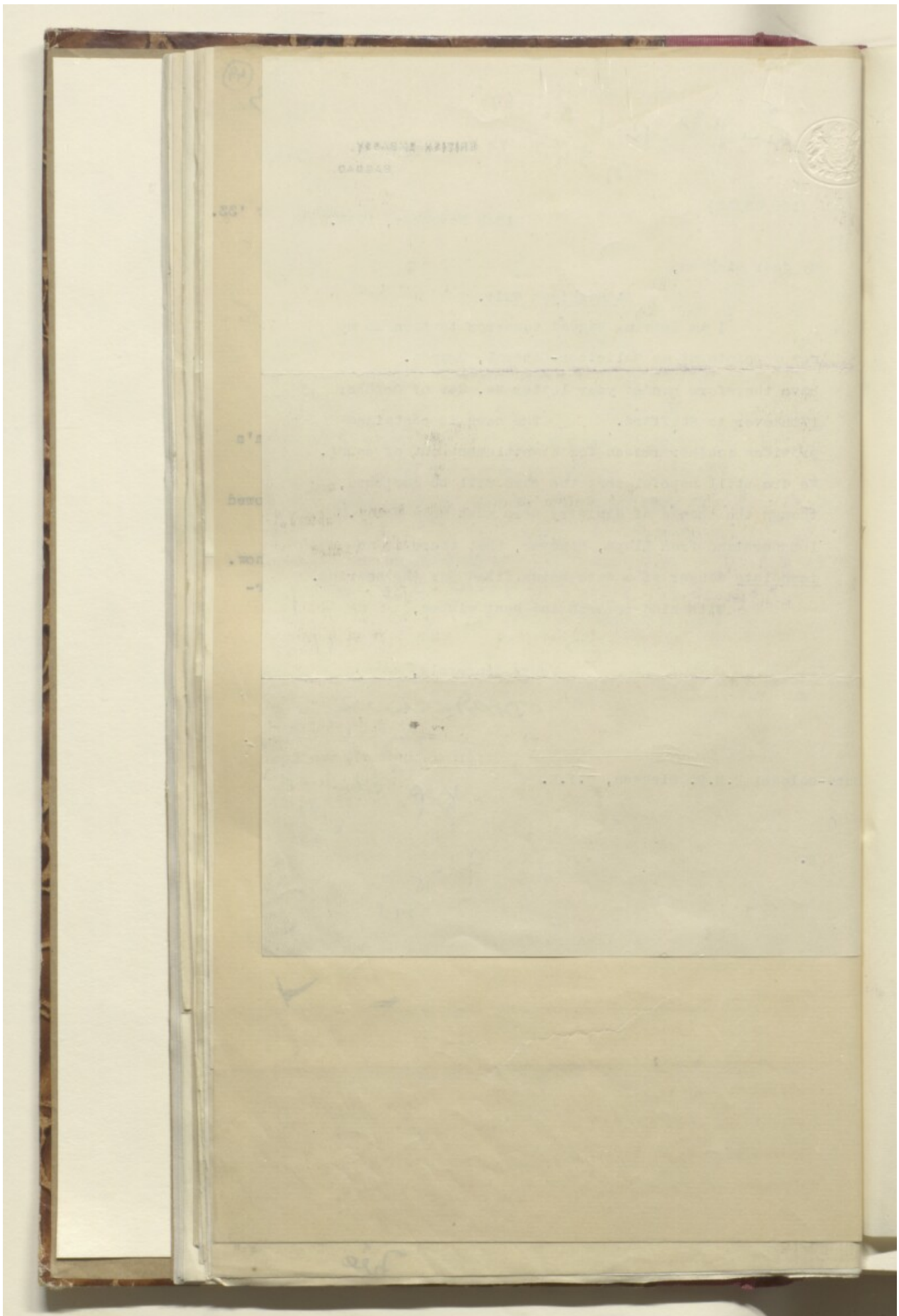
Revised & File
W
27.11.33













CONFIDENTIAL.

No.284.

POLITICAL AGENCY,
KUWAIT.

Dated the 29th November 1933.

From

Lt.-Colonel H.R.P.Dickson, C.I.E., I.A.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, BUSHIREE.

Faddaghiyeh Suit.

Sir,

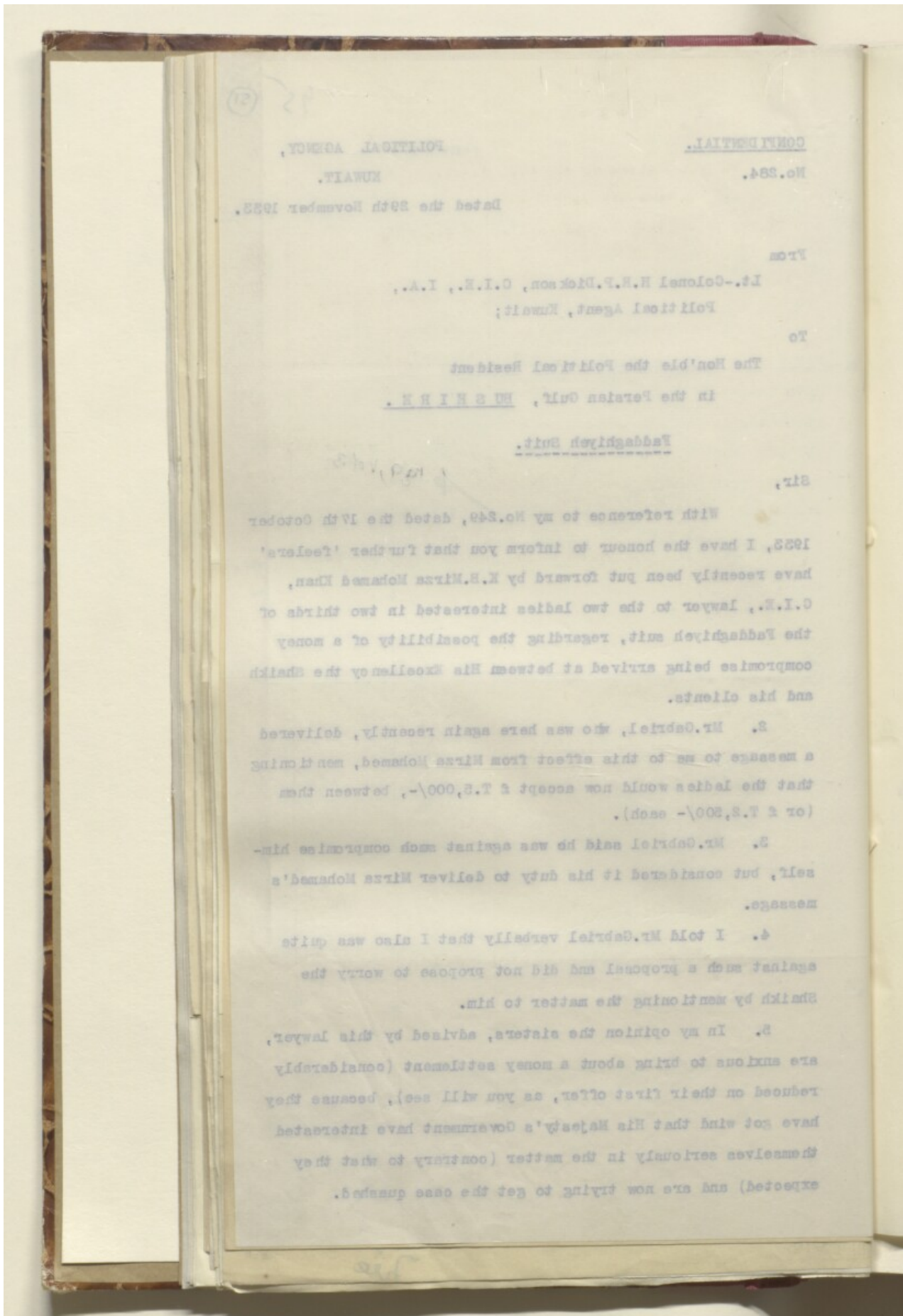
With reference to my No.249, dated the 17th October 1933, I have the honour to inform you that further 'feelers' have recently been put forward by K.B.Mirza Mohamed Khan, C.I.E., lawyer to the two ladies interested in two thirds of the Faddaghiyeh suit, regarding the possibility of a money compromise being arrived at between His Excellency the Shaikh and his clients.

2. Mr.Gabriel, who was here again recently, delivered a message to me to this effect from Mirza Mohamed, mentioning that the ladies would now accept 2 T.5,000/-, between them (or 2 T.2,500/- each).

3. Mr.Gabriel said he was against such compromise himself, but considered it his duty to deliver Mirza Mohamed's message.

4. I told Mr.Gabriel verbally that I also was quite against such a proposal and did not propose to worry the Shaikh by mentioning the matter to him.

5. In my opinion the sisters, advised by this lawyer, are anxious to bring about a money settlement (considerably reduced on their first offer, as you will see), because they have got wind that His Majesty's Government have interested themselves seriously in the matter (contrary to what they expected) and are now trying to get the case quashed.





- 2 -

(52) 46

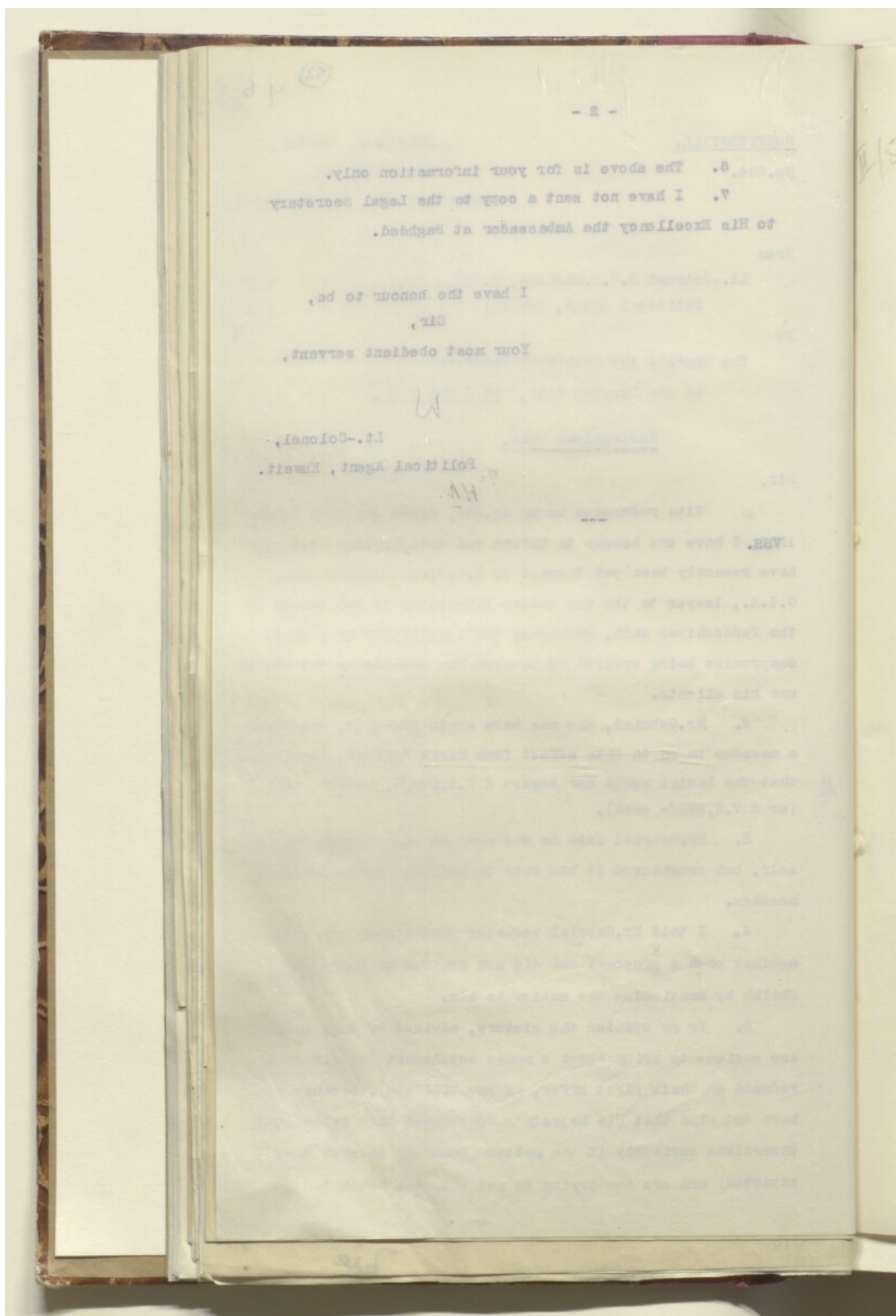
6. The above is for your information only.
7. I have not sent a copy to the Legal Secretary to His Excellency the Ambassador at Baghdad.

I have the honour to be,
Sir,
Your most obedient servant,

W

Lt.-Colonel,
Political Agent, Kuwait.
7c H.H.

VSS.





CONFIDENTIAL.

POLITICAL AGENCY,

No.294.

KUWAIT.

Dated the 11th December 1933.

From

Lt.-Colonel H.R.P. Dickson, C.I.E., I.A.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, B U S H I R E .

Agrarian Troubles on the Shaikh's
Fao Estates.

Sir,

With reference to my confidential despatch No.258, dated the 15/19th October 1933, and paras 12 and 13, also my telegram No.256 of 18th October, I have the honour to forward for your information and that of His Majesty's Government, "Translation of an article which appeared in the Baghdad Newspaper, Al Ahali, under date 2nd December 1933".

2. It looks as if this might be the preliminary to the 'Iraq Government coming back to the attack.

3. You, no doubt, are aware that the Mutasarrif, Basra, who relieved Abdul Razzak al Hilmi (See para 2 of my No.258, dated the 15/19th October, referred to above), was himself relieved after about one month's sojourn in Basra.

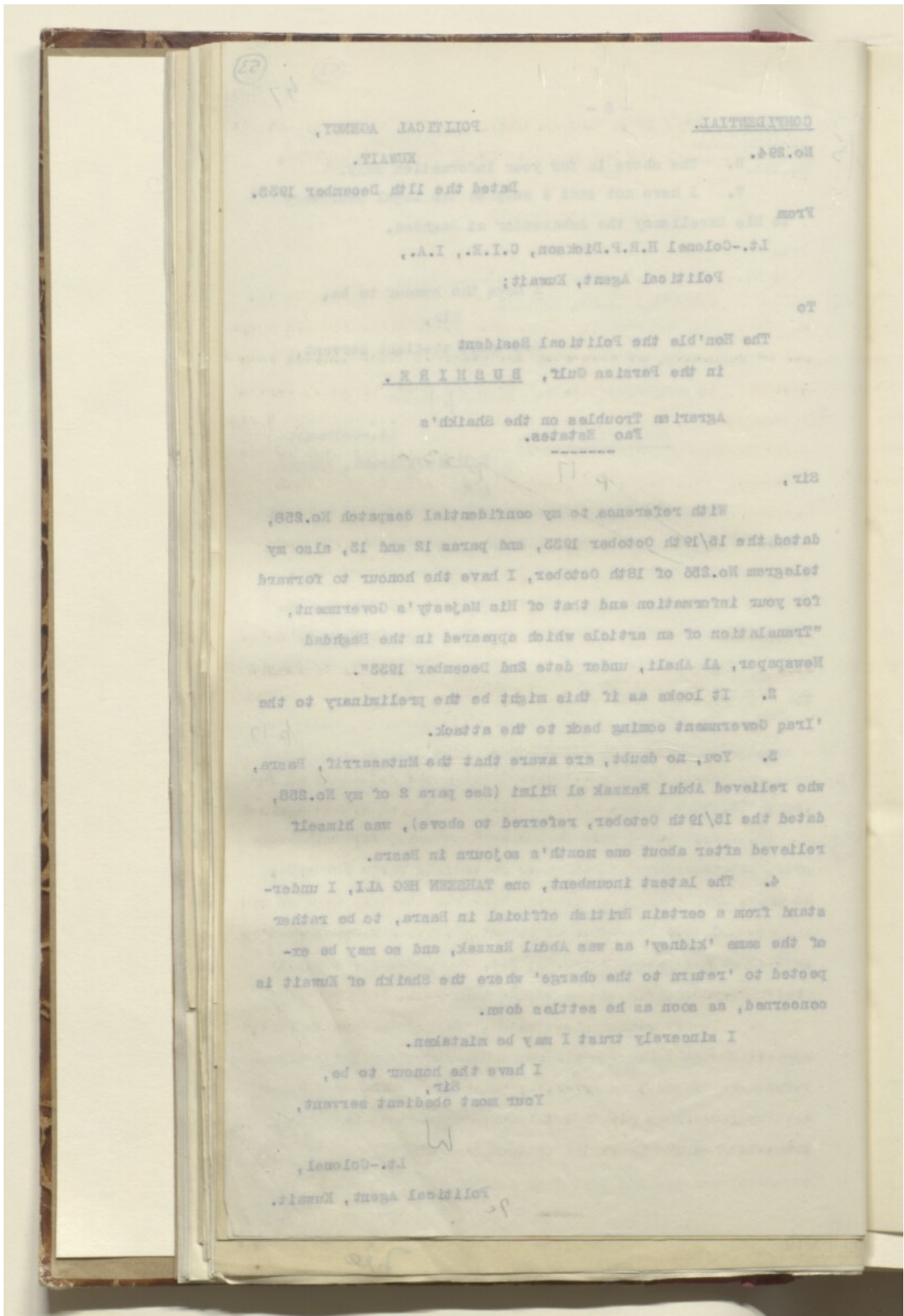
4. The latest incumbent, one TAHSEEN HEG ALI, I understand from a certain British official in Basra, to be rather of the same 'kidney' as was Abdul Razzak, and so may be expected to 'return to the charge' where the Shaikh of Kuwait is concerned, as soon as he settles down.

I sincerely trust I may be mistaken.

I have the honour to be,
Sir,
Your most obedient servant,

Lt.-Colonel,

Political Agent, Kuwait.





(54) 48

Translation of an article which appeared in the "Al-Ahali"
newspaper, dated the 2nd December 1933, issued at Baghdad.

AL-SUBAH MEDDLING.

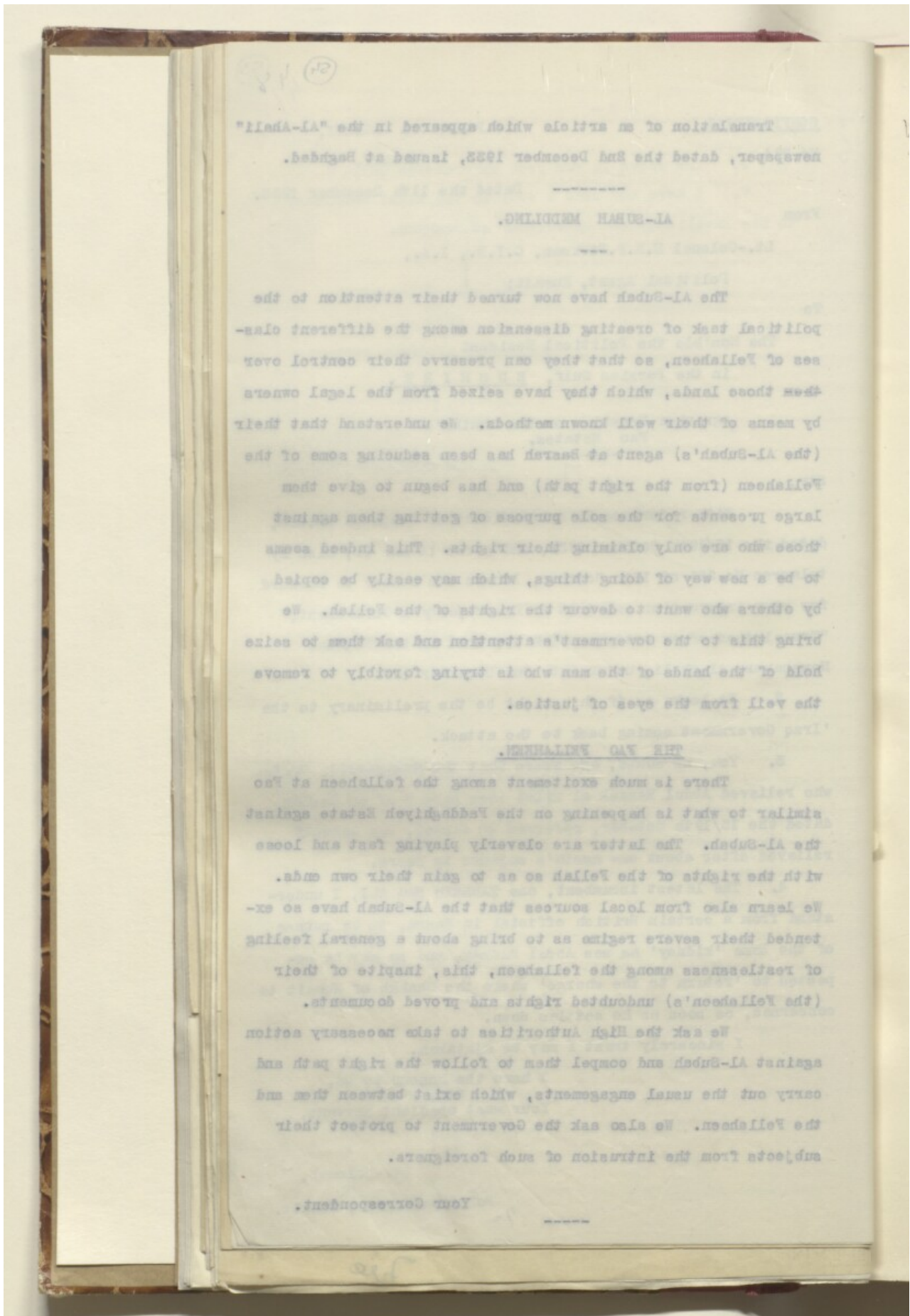
The Al-Subah have now turned their attention to the political task of creating dissension among the different classes of Fellaheen, so that they can preserve their control over ~~them~~ those lands, which they have seized from the legal owners by means of their well known methods. We understand that their (the Al-Subah's) agent at Basrah has been seducing some of the Fellaheen (from the right path) and has begun to give them large presents for the sole purpose of getting them against those who are only claiming their rights. This indeed seems to be a new way of doing things, which may easily be copied by others who want to devour the rights of the Fellah. We bring this to the Government's attention and ask them to seize hold of the hands of the man who is trying forcibly to remove the veil from the eyes of justice.

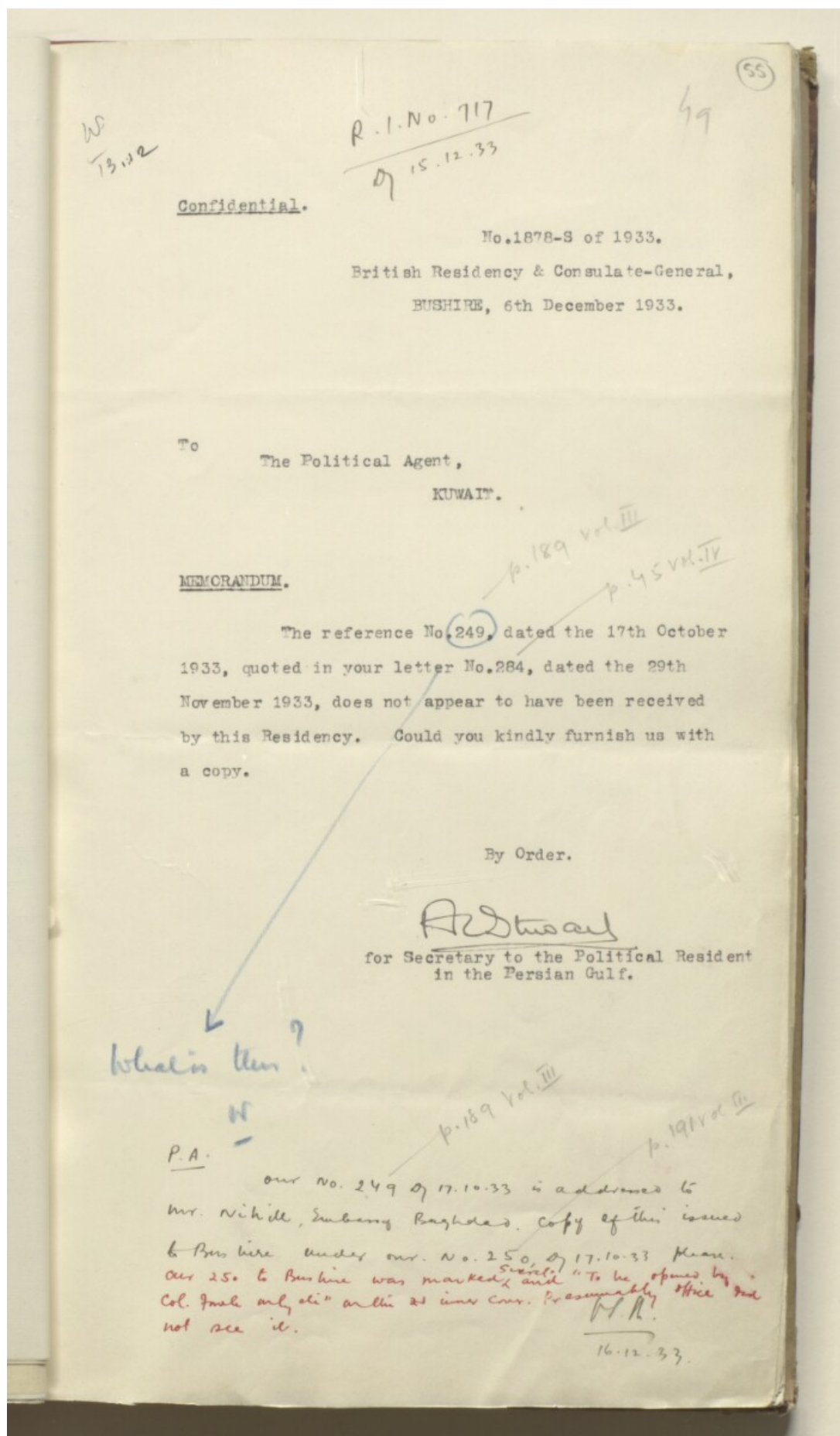
THE FAO FELLAHEEN.

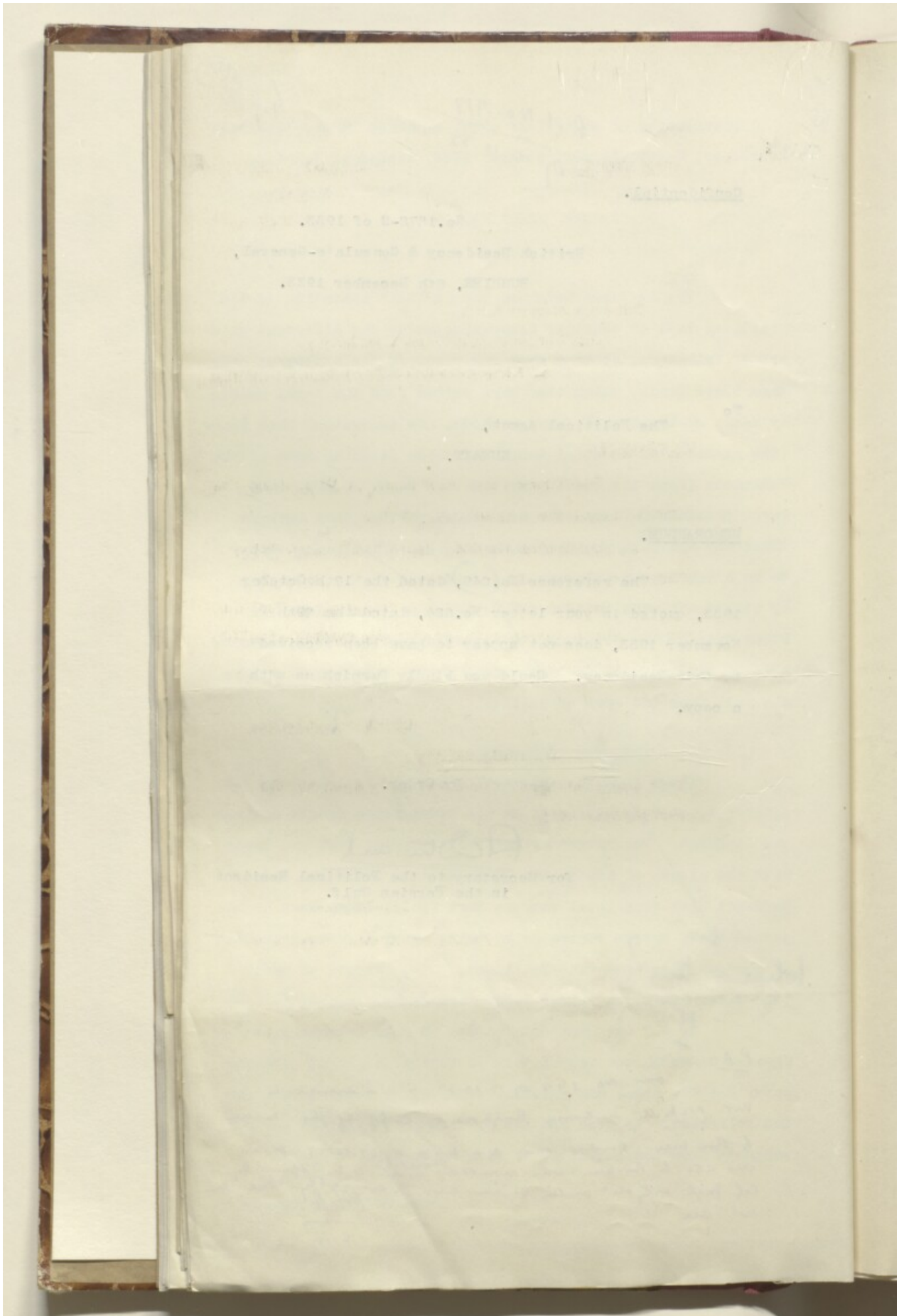
There is much excitement among the fellaheen at Fao similar to what is happening on the Faddaghiyeh Estate against the Al-Subah. The latter are cleverly playing fast and loose with the rights of the Fellah so as to gain their own ends. We learn also from local sources that the Al-Subah have so extended their severe regime as to bring about a general feeling of restlessness among the fellaheen, this, inspite of their (the Fellaheen's) undoubted rights and proved documents.

We ask the High Authorities to take necessary action against Al-Subah and compel them to follow the right path and carry out the usual engagements, which exist between them and the Fellaheen. We also ask the Government to protect their subjects from the intrusion of such foreigners.

Your Correspondent.









CONFIDENTIAL.

No.299.

POLITICAL AGENCY,
KUWAIT.

Dated the 19th December 1933

To

The Secretary to the
Hon'ble the Political Resident
in the Persian Gulf, B u s h i r e .

MEMORANDUM.

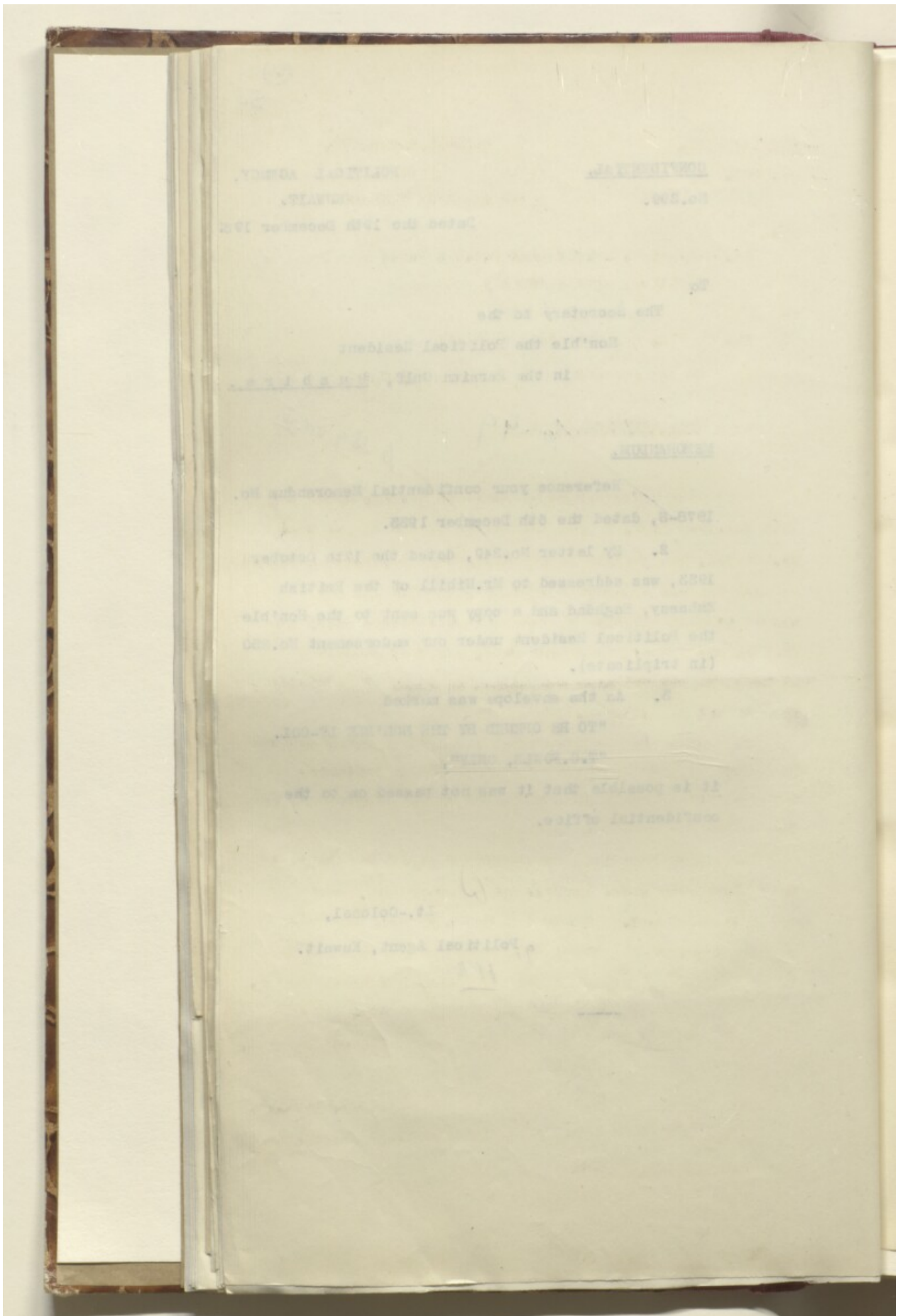
Reference your confidential Memorandum No.
1878-S, dated the 6th December 1933.

2. My letter No.249, dated the 17th October
1933, was addressed to Mr.Nihill of the British
Embassy, Baghdad and a copy was sent to the Hon'ble
the Political Resident under our endorsement No.250
(in triplicate).

3. As the envelope was marked
"TO BE OPENED BY THE HON'BLE LT-COL.
"T.C.FOWLE, ONLY",
it is possible that it was not passed on to the
confidential office.

W
Lt.-Colonel,
Political Agent, Kuwait.

H. H.





2/5 CONFIDENTIAL.

No. 301.

POLITICAL AGENCY,
KUWAIT.

Dated the 19th December 1933.

From

Lt.-Colonel H.R.P. Dickson, C.I.E., I.A.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, B u s h i r e .

Fao Agrarian Troubles.

Sir,

With reference to my despatch No.294, dated the 11th December 1933, I have the honour to inform you that Mr. Gabriel, the Shaikhs lawyer yesterday (18.12.33) informed me that the new Mutasarrif of Basra, TAHSEEN ALI BEG was at present adopting a conciliatory attitude where the Shaikhs Fao property was concerned, and that outwardly at least he was friendly and showed no signs of antagonism. This is all to the good.

2. According to Mr. Gabriel the anti-Al Subah article published in the "Al Ahali" newspaper of 2nd December, emanated from "Jassin al Aamah", one of the ringleaders in the recent Fao trouble.

3. I enclose for your records a copy (in Arabic) of the 'Iraq Land Laws, recently passed when Yasin Pasha was Prime Minister. Mr. Gabriel tells me they are being applied where the Shaikh's Fao properties are concerned.

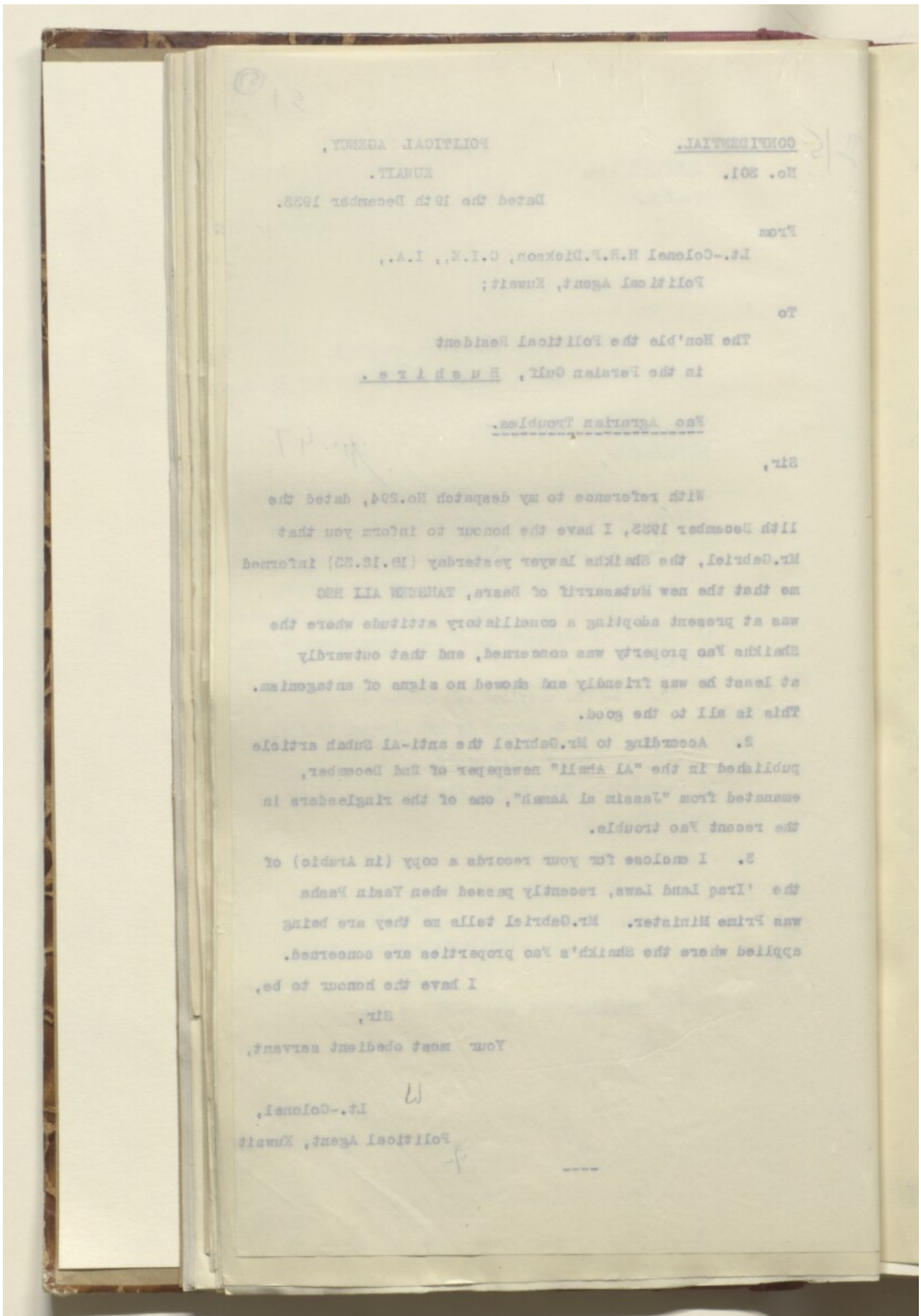
I have the honour to be,

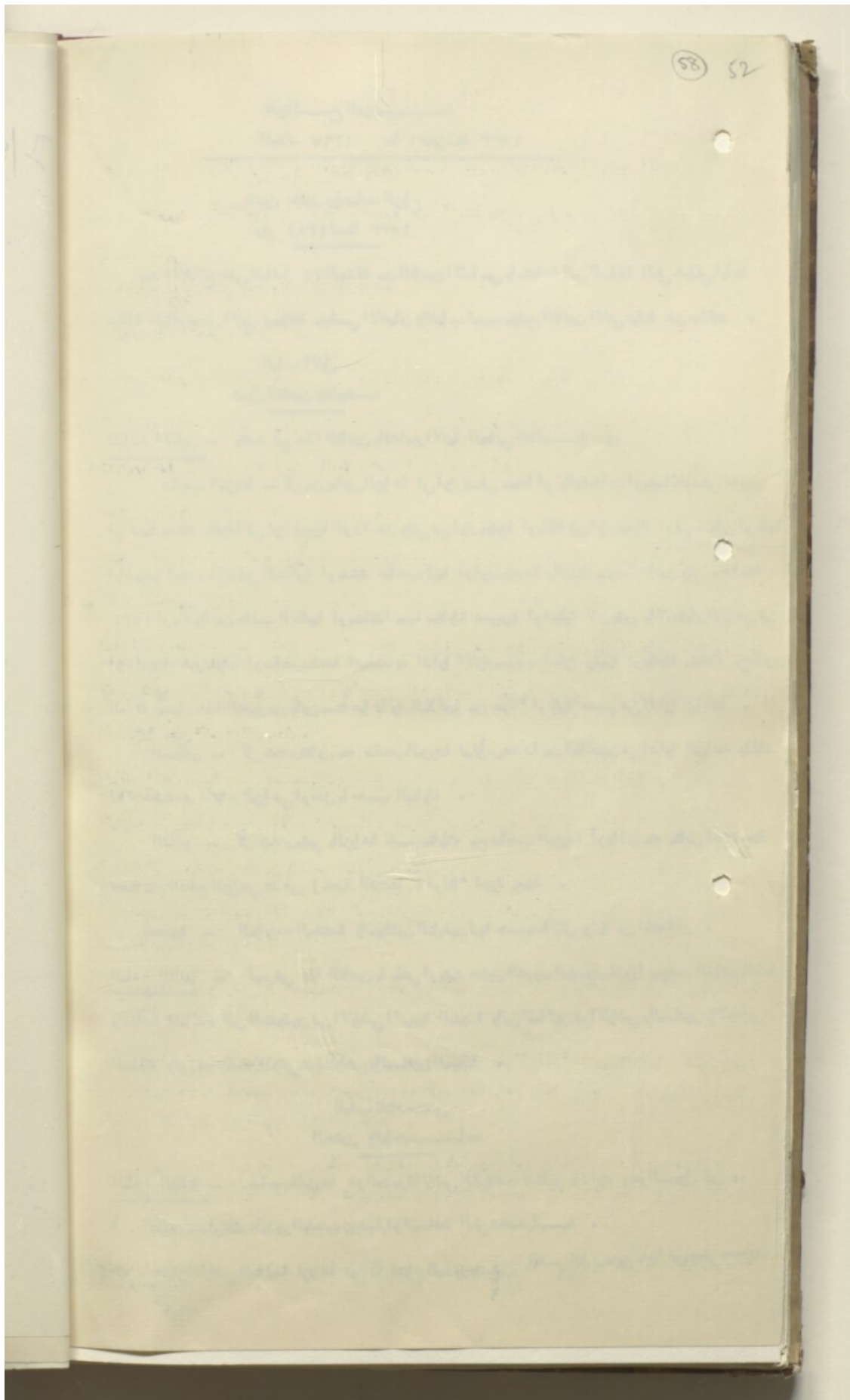
Sir,

Your most obedient servant,

W
Lt.-Colonel,

Political Agent, Kuwait







الوثائق المرفوعة

العدد ١٢٦٧ - ١٩٣٣ سنة ١٩٣٣

قانون حقوق وواجبات الزراع

رقم (٢٨) لسنة ١٩٣٣

بعد الاطلاع على المادة ٢٣ المعدلة من القانون الاساسي واستنادا الى السلطة التي غطيهاها
جلالة الملك فيصل الاول وموافقة مجلسي الاعيان والنواب امرت بوضع القانون الاتي نيابة عن جلالتهم .

الباب الاول

شمول القانون وتسميته

المادة الاولى - يقصد في هذا القانون بالتعابير الاتية المعاني التالية :-

صاحب المزرعة - كل من يمارس الزراعة في ارض تنسقي سحاحا ام بالضيقات او بوسائل سقي اخرى
ام ديميا بصفته متقولا في ارض اميرية او ذا حق وقي في ارض موقوفة او مالكا في ارض مملوكة او في بستان او غابة
اراضيهما احدي الاراضي المذكورة او بصفته صاحب لزنة او ارض مفتوحة باللزنة بموجب قانون رقم ٥٠ لسنة
١٩٣٢ او مأذونا من جانب الحكومة او متاعدا معها بمقابلة تجارية او ضمنية لان يقوم بالاستثمار الزراعي في
ارض اميرية غير موقوفة او صاحب بضعة انضمت به ادارة الارض بموجب اجازة رسمية او مقابلة مفقودة مع ذوي
العلاقة يشمل هذا التعريف من يكون مستأجرا للارض المذكورة من هؤلاء او كملأ عنهم في ادارة زراعته .
السرقال - كل شخص يتقاول مع صاحب المزرعة ليقترأ عددا من الفلاحين في ادارة الزراعة وذلك
لثمة حصته في النتاج الزراعي او حق ما حسب المقابلة .

الفلاح - كل شخص يقوم بالزراعة حسب مقابله مع صاحب المزرعة او باذن منه مقابل اخذه حصة
حصة من النتاج الزراعي تدعى (حصة الفلاحة) او لثمة اجرة معينة .

الحكومة - الوزارات المختصة والموظفين التابعون لها حسب ما لكل وزارة من اختصاصات .

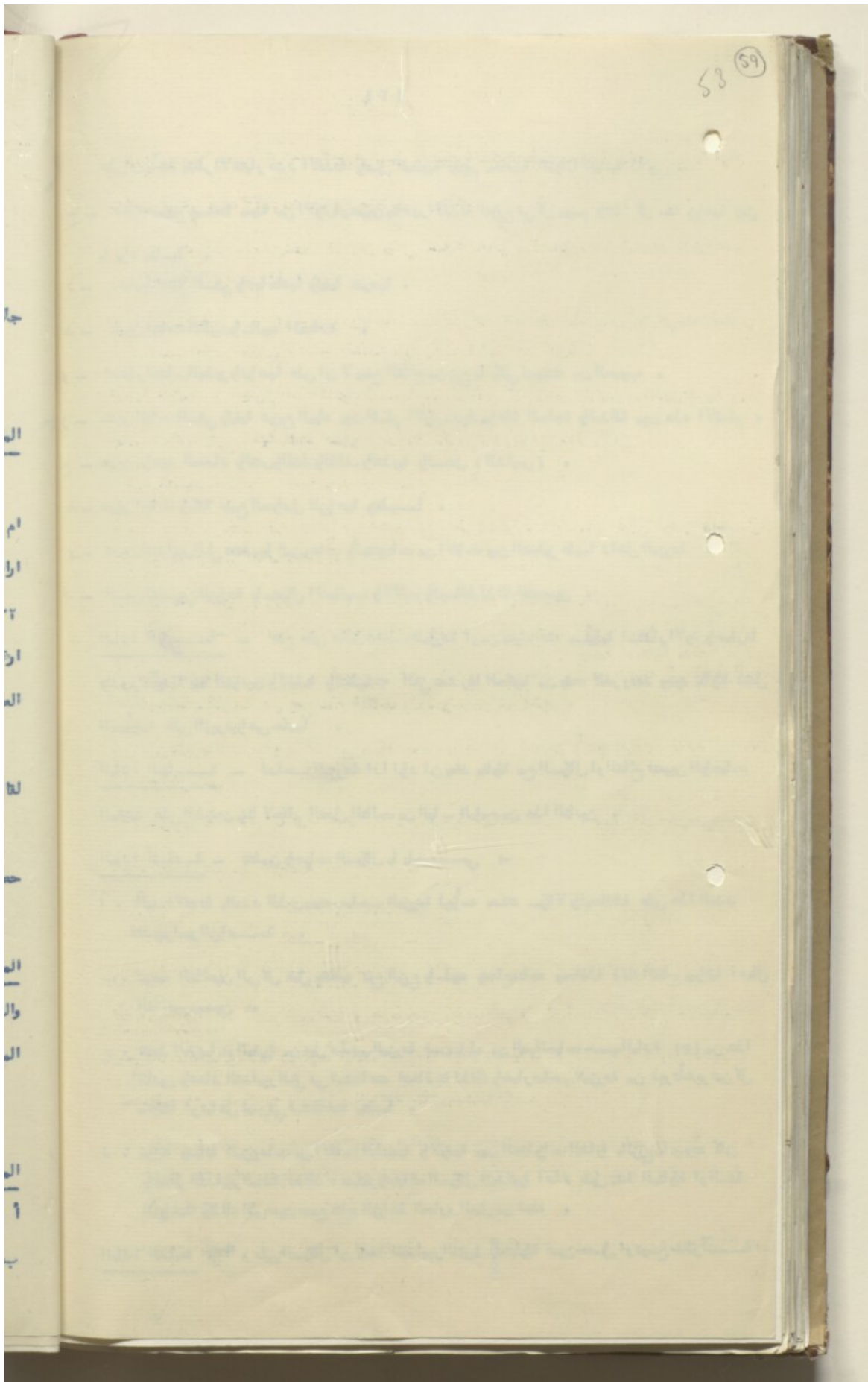
المادة الثانية - ليس في هذا القانون ما يلغي او يقيّد حقوق التصرف المنصوص عليها بموجب القوانين العامة
والخاصة العائدة الى المتقولين في الاراضي الاميرية الموقوفة والى المالكين في الاراضي والبساتين والحدائق
المملوكة والى ذوي الحق الوقي في الاراضي والبساتين الموقوفة .

الباب الثاني

الحقوق والواجبات

المادة الثالثة - صاحب المزرعة هو المدير للاراضي التي تحت تسماته وادارته وهو المسؤول عن :-

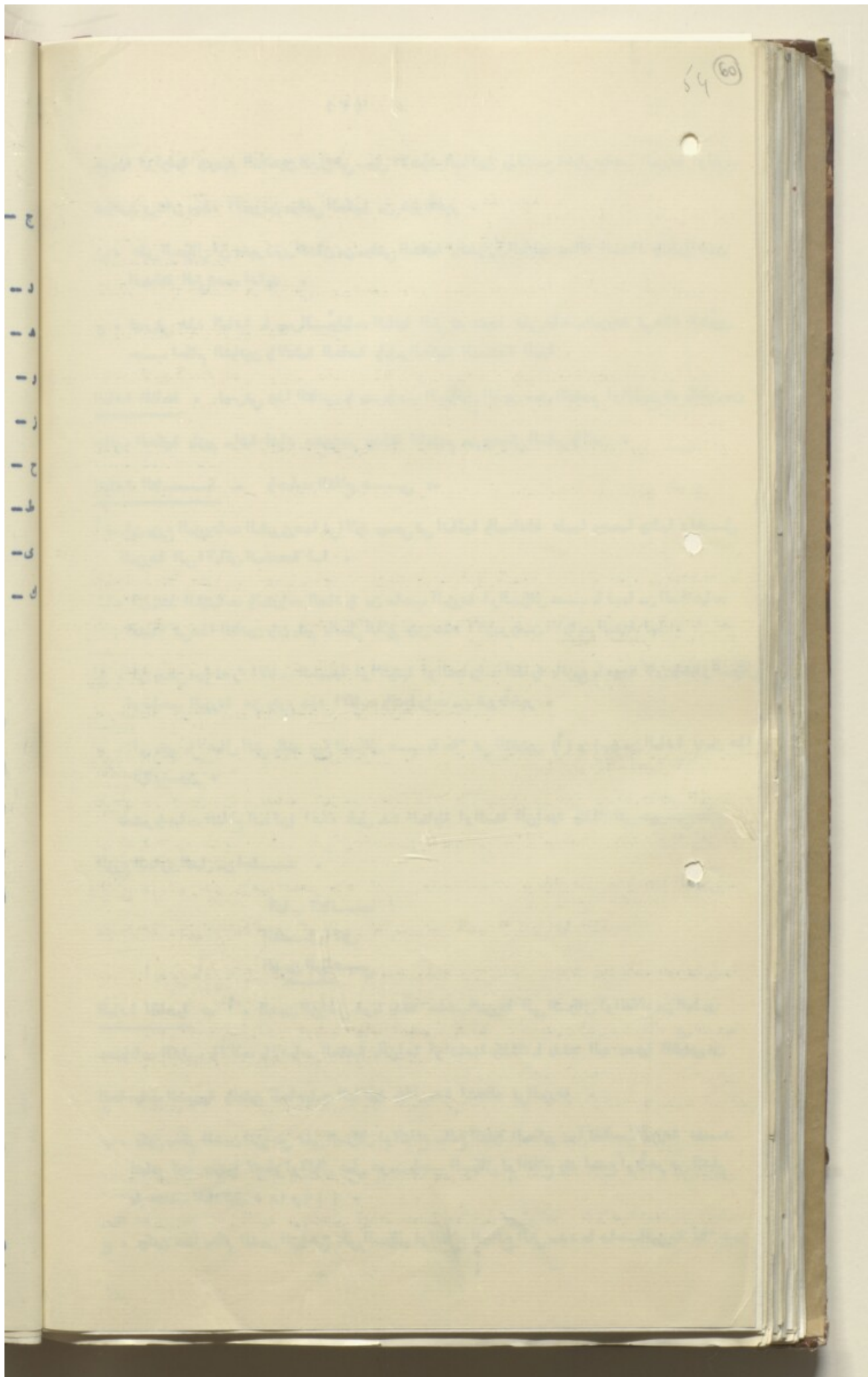
- أ . تعيين مقدار لثمة البذور الواجب زرعها او المساحة التي تخصص لثمة .
- ب . افراز الاراضي المألحة لزراعة نوع من انواع البذور وتنسب القسم الذي يزرع فيها في موسم معين .





(٢)

- على ان يأخذ بنظر الاعتبار عدد الابدنة واسل المناوبة ولزوم محافظة القوة الانتهائية للارض .
- ج - تخصيص موقع مساحة معينة من الارض وتصين مداير الابدنة للزراع في كل موسم واثناء كل سنة زراعية وفق ما يراه مناسبا .
- د - تخطيط امنية السقي واتجاهاتها وكيفية تنوعها .
- هـ - تعيين اوقات الحراثة واساليب المعتادة .
- و - اختيار اجناس المذهر واتواعها على ان لا يفتح الفلاح من زرع ما يمكن لميشته من الحبوب .
- ز - تعيين اوقات السقي وكيفية توزيع المياه بين اقسام الارض بشرط مراعاة الحاجة والمدالة بين هذه الاقسام .
- ح - تعيين مواعيد الحصاد والقطف والتلف والتذرية والسحق (الداهس) .
- ط - تعيين اوقات وامكنة جمع الحواصل الزراعية ونقلها .
- ي - تعيين التدابير التي تتطلبها المزروعات والمنتجات من الآفات ومن التجاوز عليها داخل المزرعة .
- ك - السعي لتحسين الزراعة باستعمال الاساليب والالات والوسائل لذلك التحسين .
- المادة الرابعة - تقع على عاتق صاحب المزرعة او من ينوب عنه مسؤولية استثمار الارض واعمارها وتدوير شؤونها وفقا للقوانين والانظمة والتطبيقات التي تصدرها الحكومة من وقت لآخر وعند وجود مقابلة تجعل المسؤولية على الغير فيما يحكمها .
- المادة الخامسة - لساحب المزرعة اذا اراد ان يعقد مقابلة مع السركال او الفلاح لتعيين الواجبات المترتبة على الطرفين وفقا لاحكام الفصل الثالث من الباب الرابع من هذا القانون .
- المادة السادسة - تتضمن واجبات السركال ما يلي :-
- أ . تأليف الابدنة بالعدد الذي يمينه صاحب المزرعة ليرأسه بنفسه سركالا ولمحافظة على هذا العدد لتدوير امور الزراعة .
- ب . توجيه الفلاحين الى كل عمل يقتضيه نوع الزرع واسلجه ونجاح نتاجه ومحافظة ذلك النتاج بمراقبة اعمال الفلاحين .
- ج . تنفيذ القرارات المقررة من قبل صاحب المزرعة ضمن ما له من الصلاحيات حسب المادة (٣) من هذا القانون واتخاذ التدابير التي في استطاعته اتخاذها لذلك واخبار صاحب المزرعة من غير تأخير عن كل مخالفة او تجاوز له في استعماله منعهما .
- د . مراقبة وسيانة المزروعات من الآفات الطبيعية والارضية ومن التجاوزات الفارة بالزراع بما يوجه كان واتخاذ التدابير المأمنة لذلك . تستمر واجبات السركال المذكورة اعلاه طول مدة المقابلة او السنة الزراعية وكذلك الى حين جمع نتاج الزراعة الجاري العمل من اجله .
- المادة السابعة - أ . على السركال ان يتخذ التدابير القوية للحيلولة دون حصول او توسع خطر آفة





(٣)

طبيعية اوارضه وتوجهه الفلاحين للعمل في سهل الاعراض المذكورة وذلك مع اخبار صاحب المزرعة او اقرب شخص ذي شأن بهذه الامور من موظفي الحكمة من غير تأخير .

ب . على السركال ان يخبر ذوي الشأن من موظفي الحكمة بالطوارئ المطلقة بحالة السداد والطرق ضمن المنطقة التي تحت ادارته .

ج . له في هذه المادة ما يمس المسؤوليات المالية التي قد توجه على صاحب المزرعة في هذه الشؤون حسب احكام القوانين والانظمة الخاصة واما الحكمة المستندة اليها .

المادة الثامنة . له في هذا القانون ما يمس واجب السركال الذين سبق تكليفهم او الذين قد يكلفون من جانب الحكمة يلزم مراقبة افراد عشيرتهم وضلقة اقامتهم من وجهتي السلم والامن .

المادة التاسعة - واجبات الفلاح هسي -

أ - ان يزرع المزروعات المقررة عليها في الارض هسي في امانها والحفاظة عليها وجميعها ونقلها داخل المزرعة الى الاماكن المخصصة لها .

ب . ان ينفذ الترتيبات والمقررات الصادرة من صاحب المزرعة او السركال حسب ما لهما من الصلاحيات الممنوعة في هذا القانون وان يقوم بالعمل اللازم وفق هذه الاوامر ضمن الاوقات المعينة لها .

ج . ان هسي فوراً لدرء الافات الطبيعية او الارضية او التجاوزات الفارة بالزرع ما يوجهه كان واخبار السركال او صاحب المزرعة عن وقوع هذه الافات والتجاوزات من غير تأخير .

د . ان يقوم بالاعمال التي يكلف بها السركال حسب ما جاء في الفقرتين (أ) و (ب) من المادة ٧ من هذا القانون .

تستمر واجبات الفلاح المذكورة اعلاه طيلة مدة المأولة او السنة الزراعية وكذلك الى حين جمع نتائج الزرع الجاري العمل من اجله .

الباب الثالث

الفصل الاول

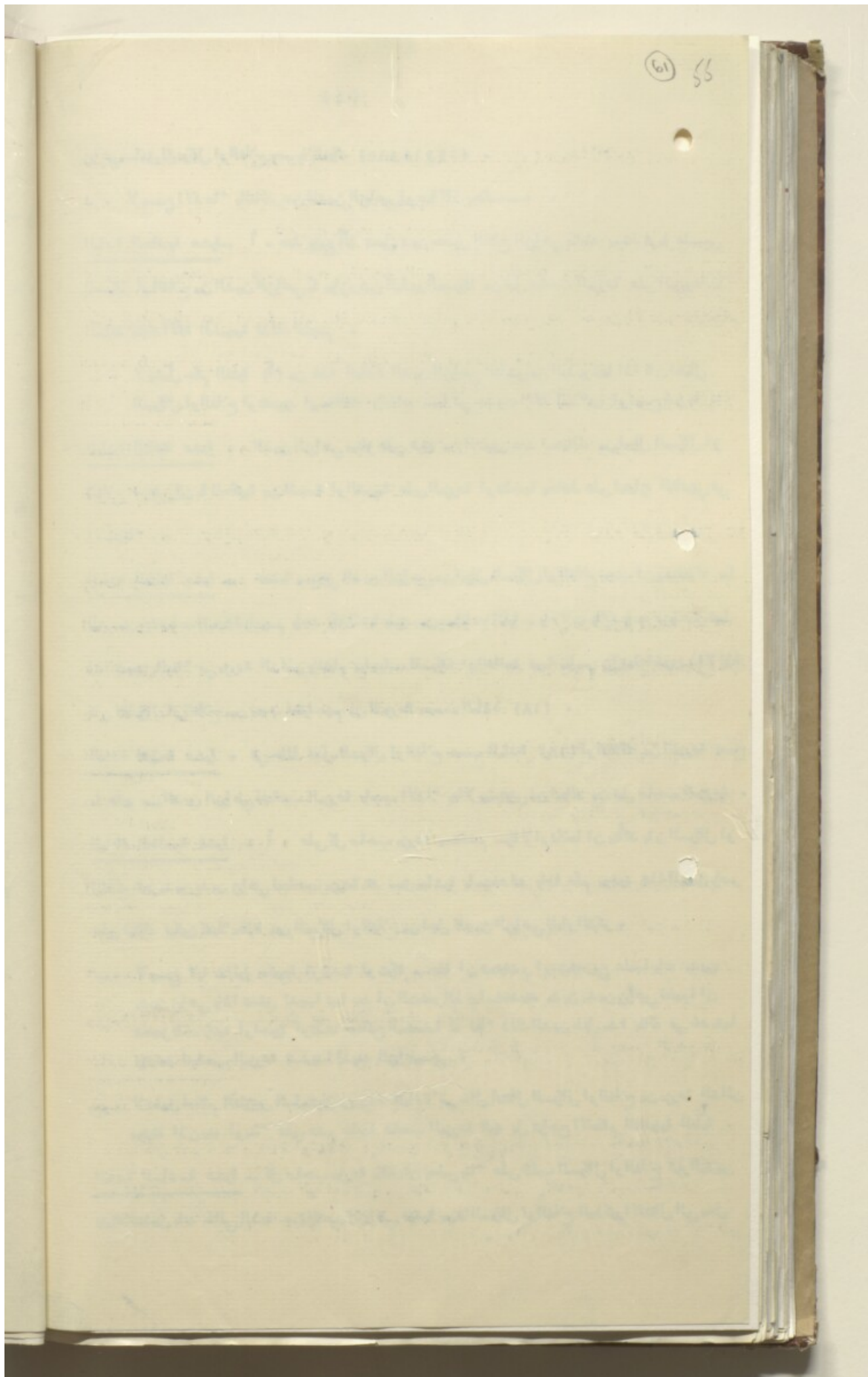
الدين الزراعي

المادة العاشرة - أ . الدين الزراعي هو ما يدفعه صاحب المزرعة الى السركال او الفلاح من المذبح

وحوانات الكراب والالات والادوات الخاصة بالزراعة او امانها وكذلك ما يدفعه اليه بصورة القرض من الحاجات الضرورية والنقود للحاجات المذكورة خلال مدة اشتغاله في المزرعة .

ب . يكون بحكم الدين الزراعي على السركال او الفلاح مبالغ النقود المحكوم بها لصاحب المزرعة عند انتهاء كونه صرفها لانجاز او اكمال عمل هومن واجب السركال او الفلاح وقد امتنع او تأخر عن القيام به حسب المادتين (١٨ و ١٩) .

ج . يكون هذا بحكم الدين الزراعي على السركال او الفلاح المبالغ التي سدد ما صاحب المزرعة لقاء دين





(٤)

زراعي سابق للسوكال او الفلاح حسب المواد (١٥ و ١٨ و ١٩) .

د . لا يسمح الادعاء بالفائض من الدين الزراعي او عما كان يحكمه .

المادة الحادية عشرة أ . عند وقوع آفة تحول دون حصول النتائج الزراعي بكامله يستقل ما عسى السوكال او الفلاح من الدين الزراعي ما يوازي من البذور المصروفة من قبل صاحب المزرعة على المزروعات المظنة بنشك الآفة الطبيعية لذلك الموسم .

ب . لا يشمل حكم الفترة (أ) من هذه المادة الدين الزراعي الناشئ من البذور فيما اذا كان امهال السوكال او الفلاح او تصميرو او مخالفته واجبات سبها في حدوث الآفة المذكورة او توسيع ضررها .

المادة الثانية عشرة . الدين الزراعي ممتاز على غيره من الدين عند استيفائه من اموال السوكال او الفلاح . على ان ما للحكمة من الحصاة او الضريبة على المزرعة او نتاجها يحافظ على امتيازها القانوني في الاستيفاء .

المادة الثالثة عشرة - عندما يستوفي الدين الزراعي من اموال السوكال او الفلاح يجب ان يحتفظ بهما يلزم من حاجيات المصلحة لموسم واحد وكذلك ما يلزمه من حيوانات الكراب والالات والادوات الزراعية فيما اذا صيد بالبطا في مزرعة الدائن ولتقام بها حاجيات السوكال او الفلاح فيها موسم زراعية اخرى . الا اذا كان السوكال او الفلاح ممن يجب اخراجهم من المزرعة حسب المادة (١٨) .

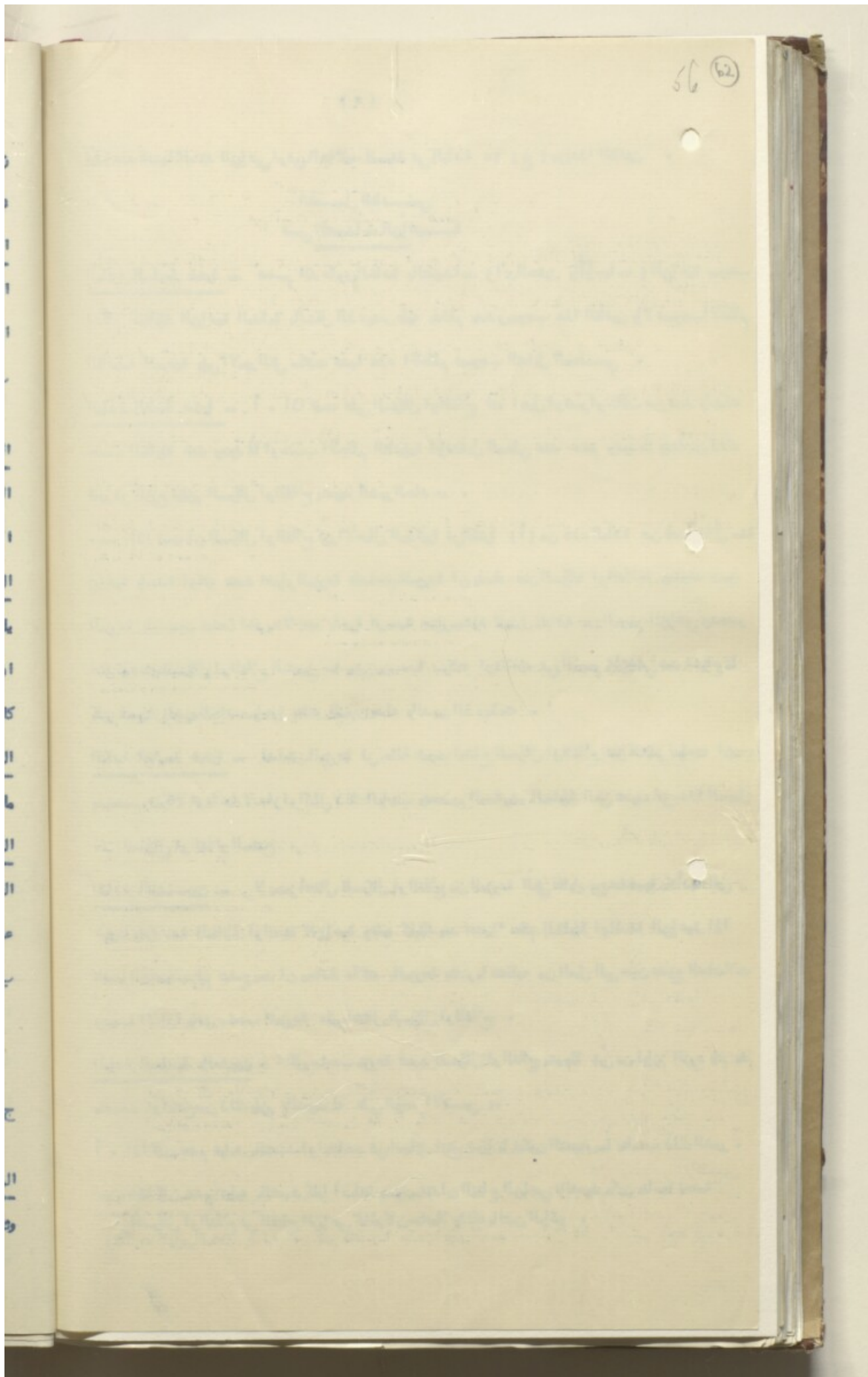
المادة الرابعة عشرة . في حالة فصل السوكال او الفلاح حسب المادة (١٨) وانتقاله من المزرعة يصبح ما عليه من الدين الزراعي لصاحب المزرعة واجب الاداء حالا يستوفي من امواله من قبل صاحب المزرعة .

المادة الخامسة عشرة . أ . على كل صاحب مزرعة يستخدم سوكالا او فلاحا ان يتأكد بان السوكال او الفلاح غير مدين بدين زراعي لصاحب مزرعة قد سبق مباشرة باستخدامه واذا علم بوجود هذا الدين واصر على ابقائه فيكون كفيلا مطلقا عن السوكال او الفلاح من اجل الدين الزراعي المار بالذكر .

ب . لا يسوغ لاية دائنة حكومية او بلدية او شركة مسجلة ان تستخدم اي شخص علمها بانه مدين بدين زراعي واذا تحقق لديها فيما بعد ان الشخص الذي استخدمته مدين بدين زراعي فليتها ان تحجز طلب راتبه او اجوره او طلب المنافع المخصصة له لقاء ذلك الدين طول مدة بقاءه في خدمتها وتدفعه لصاحب المزرعة تسديدا لدينه الزراعي .

ج . لا تلحق احكام الفقرتين السابقتين من هذه المادة في حال انتقال السوكال او الفلاح من مزرعة الدائن بموتة اذن منه او بناء على عدم حاجة صاحب المزرعة اليه بل تراجع الاحكام الثانوية العامة .

المادة السادسة عشرة - كل صاحب مزرعة مكلف ان يعطى بناء على طلب السوكال او الفلاح غير المدين وثيقة تتضمن بانه خالي الذمة عن الدين الزراعي عندما يبرء السوكال او الفلاح المذكور الانتقال الى محل





(٥)

آخر عند انتهاء العهد الزراعي وفي الحالات المبينة في المادة ١٥ (ج) من هذا القانون .

الفصل الثاني في التصديقات الزراعية

المادة السابعة عشرة - تحسم الدعاوى الخاصة بالتصديقات (أي الحقوق والواجبات) الزراعية بموجب أحكام المظلة الزراعية المطبقة بالشكل الذي يحدده نظام يصدر بموجب هذا القانون ولا بموجب الأحكام

القانونية المرعية وفي الأمور التي سكنت عنها هذه الأحكام بموجب التعامل المحلي .

المادة الثامنة عشرة - أ . إذا ثبت على السوكال أو الفلاح أنه أهمل أو صر أو خالف عن قصد واجباته حسب المظلة عند وجودها أو حسب الأحكام القانونية أو التعامل المحلي عند عدم وجودها وشأ من ذلك ضروري لزوم السوكال أو الفلاح بتعويض الضرر الحادث .

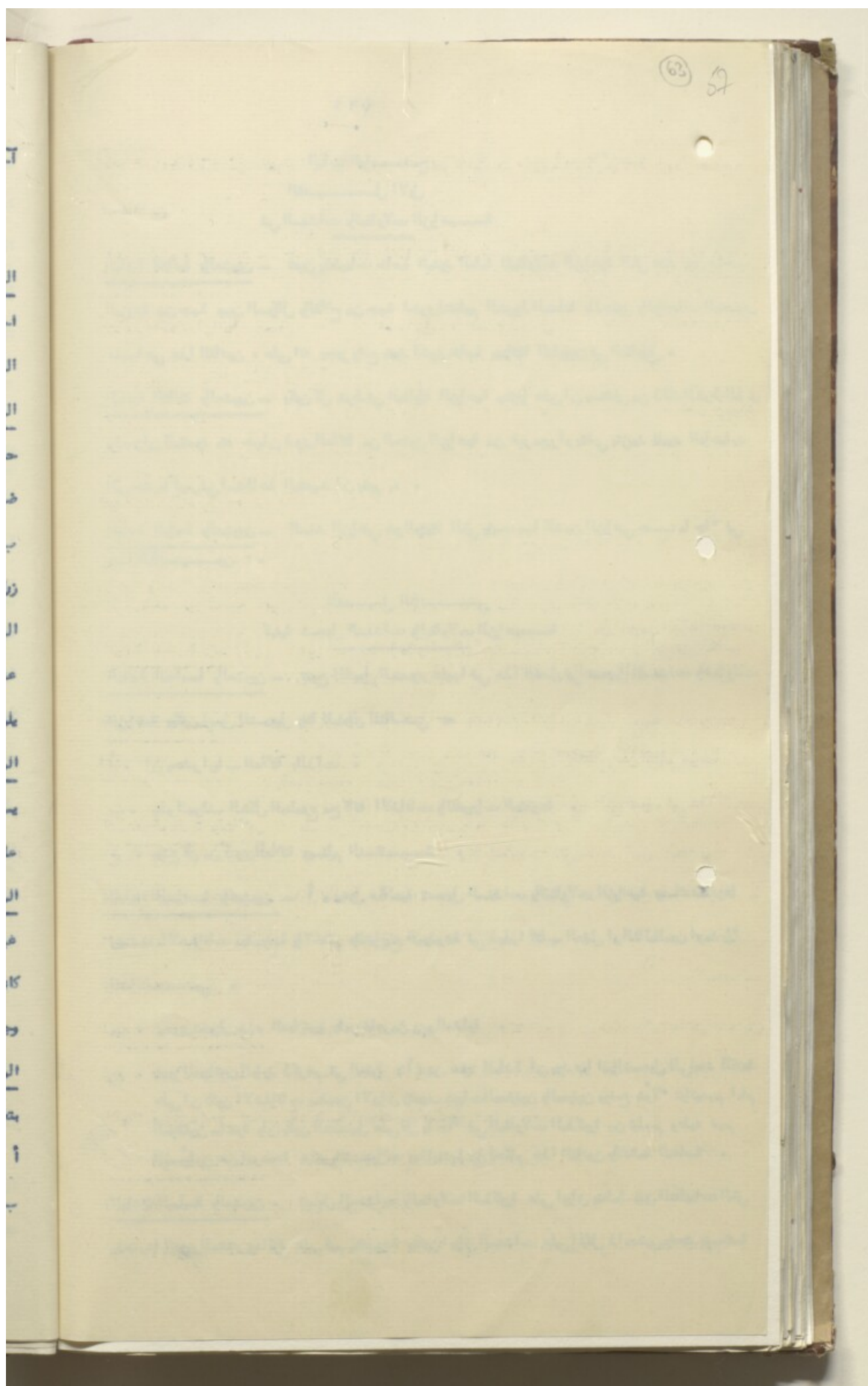
ب - إذا ثبت أن السوكال أو الفلاح كبر الأعمال المذكورة في الفقرة (أ) من هذه المادة عن قصد خلال سنة زراعية واحدة أو أنه تعدد أضرار المزرعة للمالك المزرعة أن يفصله عن السوكلة أو الفلاحه ويخرجه من المزرعة وأن يعين شخصاً آخر بدلاً عنه بأجرة أو حصة صريحة مقبولة للمدة الباقية من الموسم الزراعي ويحصر عندئذ حق السوكال أو الفلاح المصروف بما يبقى من حصة سوكلة أو فلاحه في الموسم الزراعي بعد إخراج ما يلزم لتعويض الضرر الحادث وأجرة خلفة المعين بدله والدين الذي يدينه .

المادة التاسعة عشرة - لصاحب المزرعة في حالة صحت امتناع السوكال أو الفلاح عن القيام بواجبه أن يستخدم سوكالا أو فلاحا لانجاز أو اكمال ذلك الواجب وحسب المصاريف المحققة التي تصرف في هذا السبيل على السوكال أو الفلاح المستحق .

المادة العشرون - لا يجوز انتقال السوكال أو الفلاح من المزرعة التي تتألف مع صاحبها بشأنه إلى غيرها طول مدة المظلة أو السنة الزراعية وعليه كذلك بعد انتهاء حكم المظلة أو السنة الزراعية إذا كانت الحاصلات لم تنضج بعد أن يحافظ علاقته بالمزرعة بقدر ما تتلذه من العمل إلى حين نضج الحاصلات وجمعها إلا إذا وافق صاحب المزرعة على انتقال السوكال أو الفلاح .

المادة الحادية والعشرون - كل صاحب مزرعة تصد للسوكال أو الفلاح بتجهة شئ من لزوم الزرع ولم يتم بتعبده أو امتنع عن ذلك يلزم بالتعويض على الوجه الاتسي -

أ . إذا كان عدم قيامه بالتعبد أو امتناعه في إنجاز انتج ضرراً ما فيكون التعويض ما يناسب ذلك الضرر .
ب . إذا كان عدم قيامه بالتعبد كلها أو أنه يسبب فقدان النتاج الزراعي فالتعويض يكون مفاهاً لحصة السوكال أو الفلاح في النتاج الزراعي كما لو كان حاصلًا وذلك بالثلثين الزائج .





(٦)

الباب الرابع

الفصل الاو

في السندات والمقاولات الزراعية

المادة الثانية والعشرون - تبين بتعليمات خاصة البنود العامة للمقاولات الزراعية التي تعد بين صاحب المزرعة من جهة وبين السوكل والفلاح من جهة اخرى لتتطلم الشروط المطلقة بالحقوق والواجبات المتخصص عليها في هذا القانون . على انه يجوز وضع بنود اخرى خاصة بموافقة الطرفين في المقالة .

المادة الثالثة والعشرون - يكون كل شرط في المقالة الزراعية معتبرا على ان يستثنى من ذلك الشرط الذي يظهر ان المقصود منه حيلان ذوى العلة من الحقوق الزراعية من غير مجرأ ويقتضي بتزويد ظهور الواجبات الى حد ما ليس في استطاعة المصعد ان يتم به .

المادة الرابعة والعشرون - السند الزراعي هو الوثيقة التي يثبت بها الدين الزراعي حسب ما جاء في هذا القانون .

الفصل الثاني

كيفية تسجيل السندات والمقاولات الزراعية

المادة الخامسة والعشرون - تتبع الاصول المتخصص عليها في هذا الفصل في تسجيل السندات والمقاولات الزراعية ويكون اصول التسجيل وفقا للمفوال التالي :-

أ . ان يحضر ارباب العلة بالذات .

ب . يتولى الموظف الشك المملوح مع كافة الاضافات والتغييرات المقترحة .

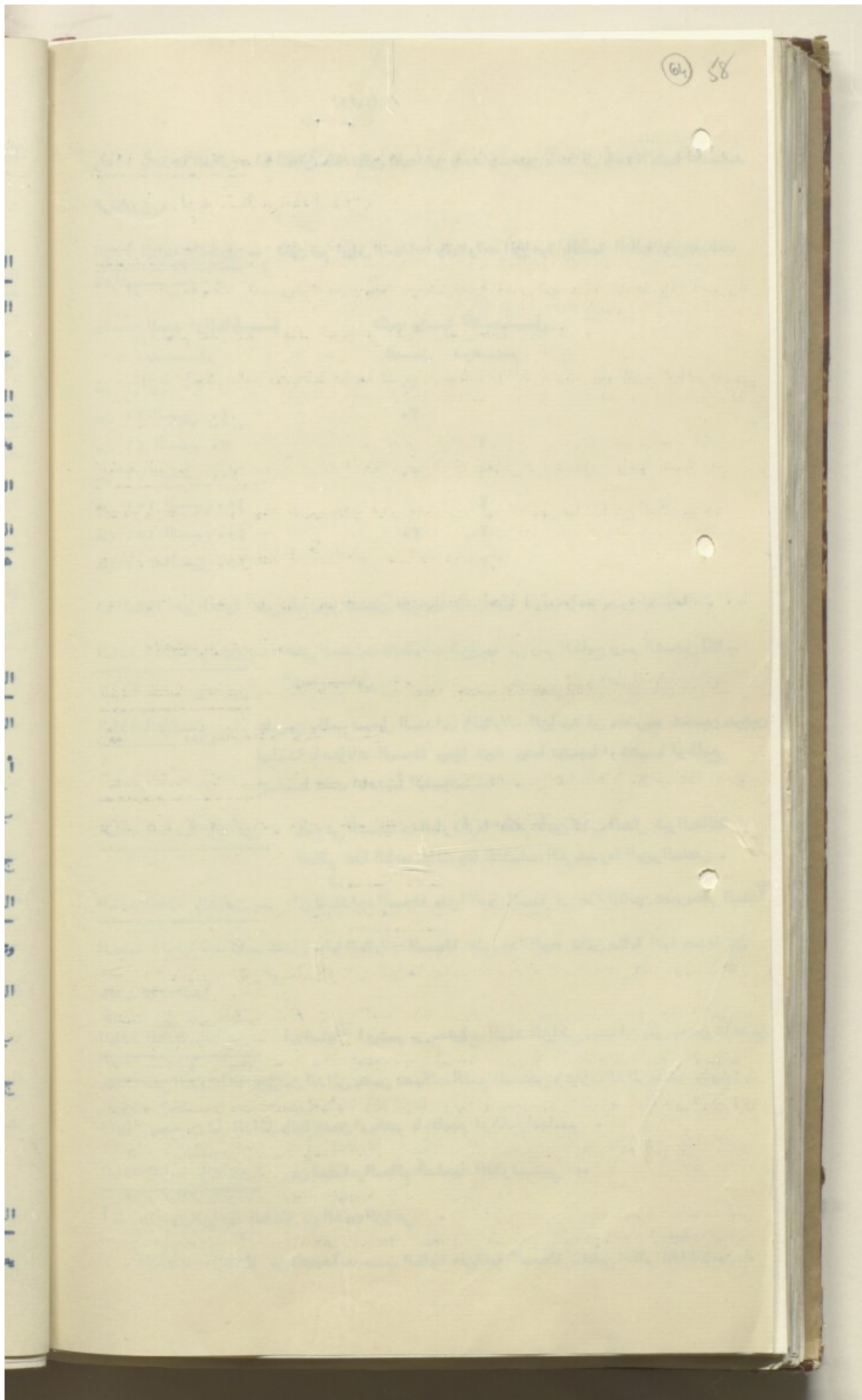
ج . يوقع كل من ذوى العلة ويستلم النسخة .

المادة السادسة والعشرون - أ . يدخل صلاحية تسجيل السندات والمقاولات الزراعية بسك دفاترها وتصدى الاعترافات بضمونها والاختام والتواريخ الموضوعة في ذيلها كتاب العدل او القاضون او مدراء الفواحي .

ب . يجرى تسجيل هذه الصالحة بأمر خاص من وزير العدلية .

ج . يجوز للموظفين الوارد ذكرهم في الفقرة (أ) من هذه المادة ان يودعوا امر التسجيل الواحد الكتبة على ان تكون الاعترافات بضمونها الاوراق وصرف هبات المستقرين والصرفين ووضع هؤلاء تواتهم امام الموظفين مباشرة وان يكون التصديق على كل ما جاء في المقاولات المذكورة من قبلهم وعليه فهم المسؤولون عن امروحة هذه التسجيلات وبنائها مع احكام هذا القانون واللائحة الخاصة .

المادة السابعة والعشرون - تسجل السندات والمقاولات المذكورة على اوراق منظمة وفق التعليمات التي يصدرها الوزير المختص وحائثة على قيم مخصوصة وتكون اوراق السندات على النقل ذات قيم واحد وشخصية





(٧)

واحدة يأخذها الدائن . اما المتأصلة فتكون ذات قيم واحد وستين يأخذ كل واحدة منهما احسب المتعدين .

المادة الثامنة والعشرون - تكون قيم اوراق السندات والمقاولات الزراعية بالنسبة التالية وان تعددت التوافيق .

مبلغ السند او المقاوله	مئات ورقة التسجيل
دينار	فلس درهم
من ١ الى ٢٠	١٠
من ٢١ الى ٤٠	٢٠
من ٤١ الى ٧٠	١
من ٧١ الى ١٠٠	٣٠
من ١٠١ الى ١٥٠	٢
من ١٥١ الى ٢٠٠	٣٠
من ٢٠١ الى ٢٥٠	٣

اما المقاوله غير الحافه على مبلغ معين فتسجل على ورقة ذات قيمة درهم واحد بصورة مطلوعة .

المادة التاسعة والعشرون - تصلى السندات والمقاولات الزراعية من رسم الناحي ورسم التسجيل لكتاب المسجل .

المادة الثلاثون - على من يطلب تسجيل السندات والمقاولات الزراعية ان يحضره شخصين معروفين لهشدا باعترافه المسجلة يعرفا ههه وضعا تؤمهما اوختيمهما او طابع ابهامهما تحت افادتهما المشبوهة .

المادة الحادية والثلاثون . يتبع في التسجيلات المار ذكرها احكام قانون كتاب العدل غير المخالفة لاحكام هذا القانون وذلك وفقا للتعليمات التي يصدرها الوزير المختص .

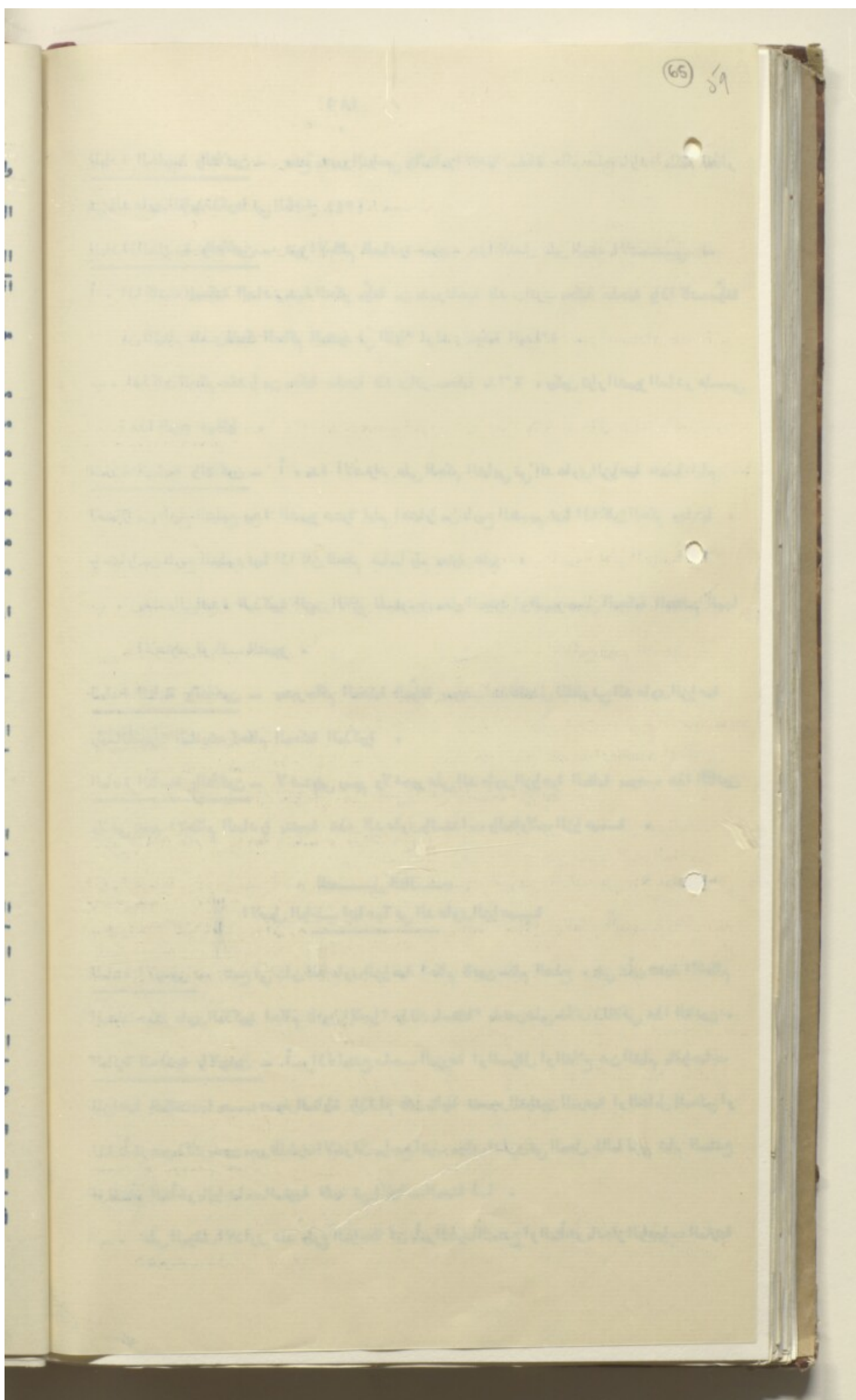
المادة الثانية والثلاثون - ان السندات المسجلة وفق الاصل المهيئة في هذا القانون تعتبر بحكم السندات المثبتة داخلها عند كتاب العدل . اما المقاولات المسجلة على هذا الوجه فتكون بمثابة انها صدقة من جانب كتاب العدل .

المادة الثالثة والثلاثون - ان استيفاء اى قسم من محتويات السند الزراعي يجب ان يكون بحضور شاهدين ويجب على المدين اخذ وصل من الدائن يتضمن تفصيلات القسم المستوفى واعتراف الدائن بالقسط واربع الايهام . يوقع من قبل الدائن والمدين او مختص باختامهم او طابع ابهامهم .

المادة الرابعة والثلاثون . من اختصاص المحاكم السلحية الشرعسي :-

أ - الدعوى الزراعية الناشئة من الدين الزراعي .

ب . الاختلافات الناشئة عن التبعيدات حسب المقاوله الزراعية المسجلة بمقتضى احكام هذا القانون .





(٨)

المادة الخامسة والثلاثون - يمنح مدير النواحي وثاقموا الاثنية سلطة حاكم صلح بارادة ملكية للفتلر
في الدعاوى الوارد ذكرها في المادة (٣٤) .

المادة السادسة والثلاثون - تميز الاحكام الصادرة بموجب هذا الفصل على الوجه الاتسي -
أ . اذا كانت المحكمة الصادرة بها الحكم مؤلفة من مديرتاحية فلدى اقرب محكمة صلحية واذا كانت مؤلفة
من ثاقم فلدى محكمة الحاكم المنفرد في اللوا اولدى محكمة الهداية .

ب . اذا كان الحكم صادرا من محكمة صلحية فلدى اقرب محكمة هداية . ويكون قرار التمييز الصادر على
هذا الوجه نهائيا .

المادة السابعة والثلاثون - أ . مدة الاعتراض على الحكم النهائي في الدعاوى الزراعية خمسة ايام
اعتبارا من تاريخ التلميع هذه التمييز عشرة ايام اعتبارا من تاريخ التهميم فيما اذا كان الحكم وجاهيا .
واعتمادا من تاريخ التلميع فيما اذا كان الحكم غيايبا ولم يعترض عليه .
ب . يضاف الى المدة المذكورة الزمن اللازم للسفرين محل الاعتراض والمميز محل المحكمة المتقدم اليها
الاعتراض او طلب التمييز .

المادة الثامنة والثلاثون - يعتبر حاكم المحكمة المؤلفة بموجب هذا الفصل للفتلر في الدعاوى الزراعية
رئيسا للجزء فيما يختص احكام المحكمة المذكورة .

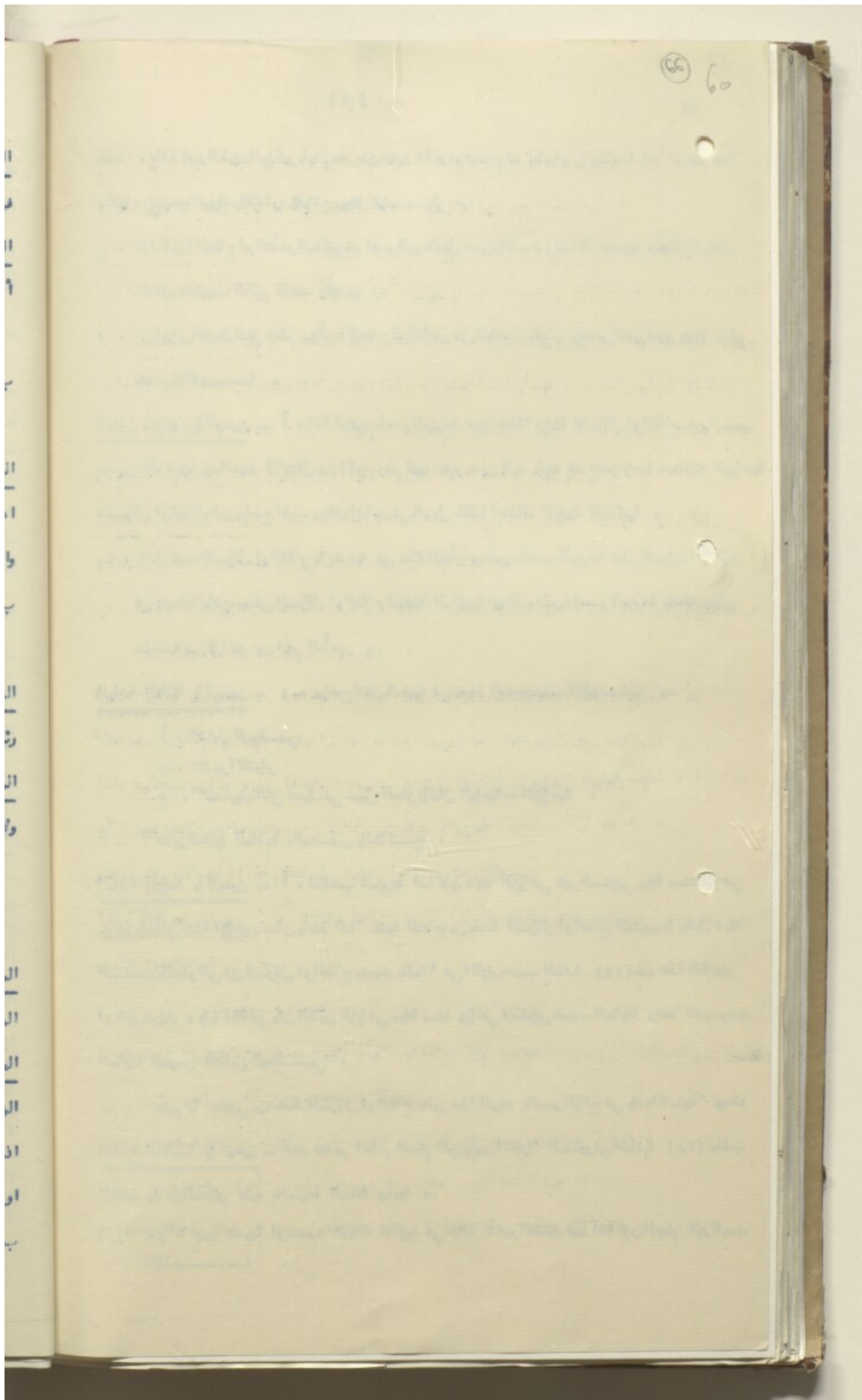
المادة التاسعة والثلاثون - لا تستوفى رسوم ولا اجور على الدعاوى الزراعية الثامنة بموجب هذا القانون
ولا في تنفيذ الاحكام الصادرة بنتيجة هذه الدعاوى والسندات والمناولات الزراعية .

الفصل الثالث

الاصول الواجب اتباعها في الدعاوى الزراعية

المادة الايامين - تنبذ في شان الدعاوى الزراعية احكام قانون حكام الصلح . وفي شأن تنفيذ الاحكام
المتعلقة بالدعاوى المذكورة احكام قانون الجزاء وذلك باستثناء ما يس على خلاف ذلك في هذا القانون .
المادة الحادية والايامين - أ . اذا امتنع صاحب المزرعة او السركال او الفلاح عن القيام بالواجبات
الزراعية المكلف بها حسب تصور المناولة واذا لم تكن مناولة فنصوص القوانين المرعية او التعامل المحلي او
اذا تأخر عن ذلك بدون مبرر فللطرف الاخر ان يراجع اقرب موظف اداري في المحل طالما لزوم تمام المتنتج
او لتسليم المتأخر بالواجبات المقررة عليه في الاوقات المبينة لها .

ب . على الموظف الاداري عند وقوع المراجعة ان يأمر الطرف المتنتج او المتأخر بانجاز الواجبات المقررة





(٩)

عليه . فإذا أصروا الطرف المذكور بامتناعه عن تنفيذ الأمر وصحت رغم إظهار الطاعة أنه لم يتم فعلاً بتنفيذه فثبت الموظف الإداري الواقع بموقعة الخبيط .

ج . إذا كان الامتناع أو التأخر المذكور قد أدى إلى حصول ضرر وطلب ذوو العاقبة تقديره فيتخذ الموظف الإداري الترتيب اللازم لكشفه وتقديره .

د . أن أوراق الخبيط التي تنظم بشأن الامتناع أو التأخر عن الواجب وكشف وتقدير الضرر تعتبر وثيقة ما لم يثبت خلافها .

المادة الثانية والأربعون - أ . إذا امتنع صاحب المزرعة عن إعطاء وثيقة للسوكال أو الفلاح غير المدين تتضمن خلوصه وصلاحيته للانتقال من الأرض رغم كونه غير مدين إليه وكونه قد أجزأ واجباته مقابلته الزراعية للسوكال أو الفلاح أن يراجع أقرب موظف إداري في المحل طالبا إعطائه الوثيقة المذكورة .

ب . إذا ثبت السوكال أو الفلاح ما يدعيه في هذا الشأن بحضور صاحب المزرعة فعلى الموظف الإداري أن يثبت الواقع ويعلق السوكال أو الفلاح الوثيقة المطلوبة ويحكم على صاحب المزرعة بتعويضه بما يناسب من كل يوم من أيام التأخير .

المادة الثالثة والأربعون - ١ - يراجع أهل الخبرة في معرفة الخصومات التي تنسب -

أ . التامل المحللي

ب . تقدير الأضرار

ج . المصاريف التي تصرف في سبيل إنجاز وإكمال الواجبات الزراعية .

٢ - لا تعتبر الخبرة المكذبة بالمحسوس والشائخ .

المادة الرابعة والأربعون - أ . لصاحب المزرعة إذا كان دينه الزراعي غير المستوفي مؤثقا بسند زراعي

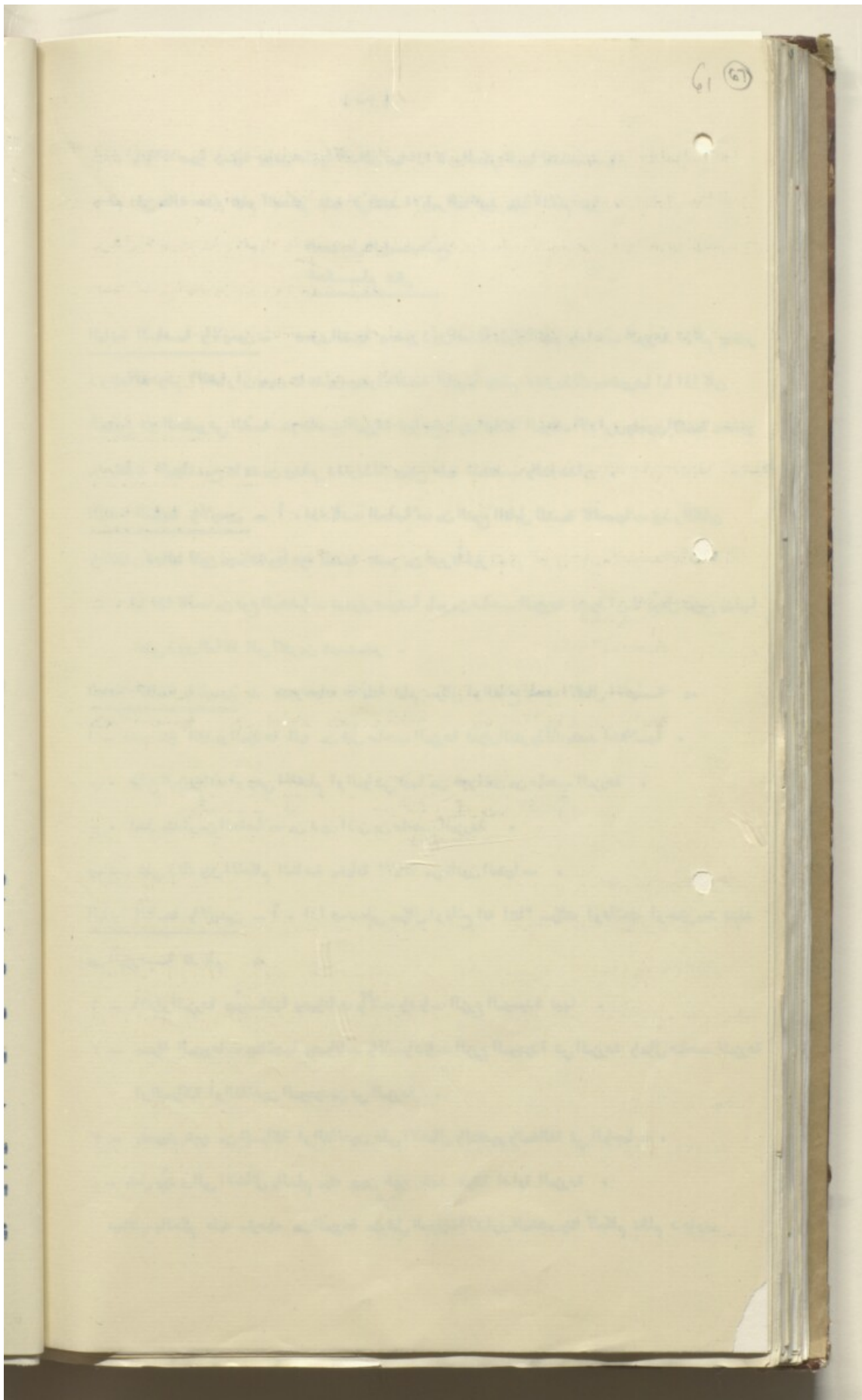
- وفي أحكام هذا القانون - أن يأخذ اثنا عشر نسمة الناتج من حصة السوكال أو الفلاح المدين ما يتأهل دينه المستحق بالنظر إلى أن السوكال أو الفلاح يتعهد بالبقاء في الأرض حسب المادة (١٤) من هذا القانون أو غير متعهد . ولما إذا لم يكن الدين الزراعي مؤثقا بسند زراعي فيستوفى حسب المتأولة وعند عدم وجود المتأولة فيوجب التامل المحللي .

ب . يتم ما استوفى من حصة السوكال أو الفلاح على هذا الوجه بالسعر الراجح في وقت الاستيفاء ويحله

المادة الخامسة والأربعون - أعدت تقديم أعان الحكم إلى رئيس الأجراء المذكور في المادة (٣٨) مطلب

التنفيذ مدعوا المحكم عليه بالسرعة الممكنة وأمر -

أ - بأمره صورة تسوية أو تقديم الكفالة اللازمة في حالة تأخير التنفيذ فيها إذا كان الحكم غير كاسب للقضية .





(١٠)

- ب . بارأة صورة متوبة يوافق عليها الدائن فيما اذا كان الحكم كاسها للتعليمية .
- ٢ - في حالة عدم قيام المحكم عليه في تنفيذ الأوامر المذكورة ينفذ الحكم فوراً .

الفصل الرابع احكام شتى

المادة السادسة والأربعون - تجزى القسمة بحضور ذوى العائقة او وكلائهم ولصاحب المزرعة اذا لم يحضر ذوا العائقة رغم الانهار وان يعين شاهدين ويجزى القسمة امامهما وينظم دفتر بذلك بحضورهما اما اذا كان الممتنع عن الحضور في القسمة هو صاحب المزرعة فيراجع ذوى العائقة الموظف الادارى وتجزى القسمة بحضور من يفتديه الموظف مع شاهدين وينظم دفتر بذلك ويوقع عليه المفتد والطههان .

المادة السابعة والأربعون - أ . اذا كانت الحاصلات من النوع القابل للقسمة كالحبهيات وذر الكتان والاقنان فحالما تكون مجموعة وجاهزة للقسمة تقسم من غير تأخير .

ب . اما اذا كانت من نوع الخضراوات فيجوز قسمتها بأمر من صاحب المزرعة بشرط ان لا يؤجل توزيع بدلها على ذوى العائقة الى اكثر من شهر .

المادة الثامنة والأربعون - تعتبر خيانة للأمانة تمام سرقال او الفلاح باحد الاعمال الاتية :-

أ - عدم نثر البذور المودعة اليه من قبل صاحب المزرعة لغرض النثر وذلك بقصد اختلاسها .

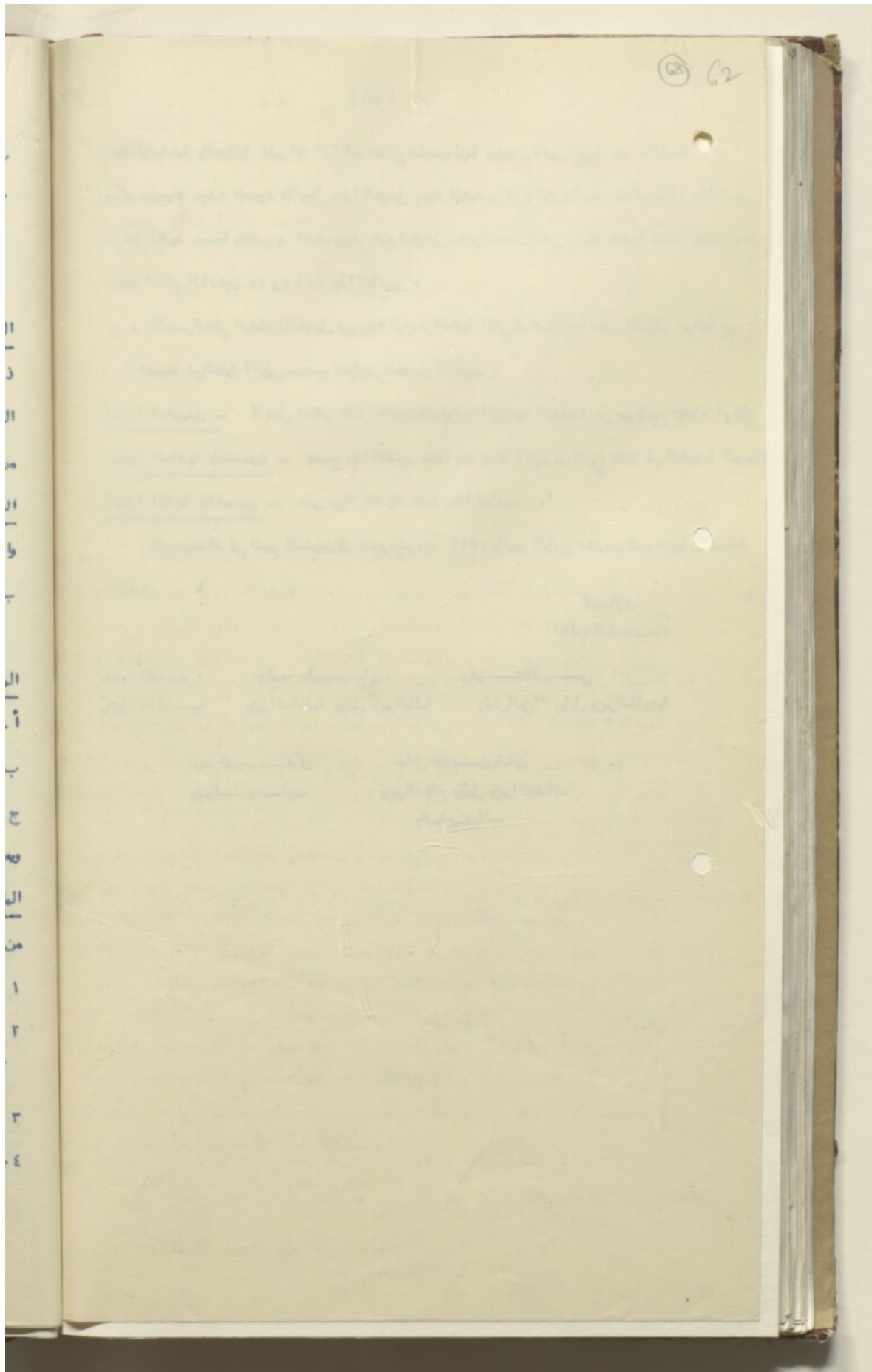
ب . قلع المزروعات او رمي الاغنام او المواشي فيها من غير اذن من صاحب المزرعة .

ج . اخذ مقدار من الحاصلات من دون اذن من صاحب المزرعة .

وعاقب على ذلك وفق الاحكام الخاصة بخيانة الأمانة من قانون العقوبات .

المادة التاسعة والأربعون - أ . اذا ثبت على سرقال او فلاح انه اثناء سرقلته او فلاحته او حتى بعد فصله من المزرعة قد قام :-

- ١ - باسرار المزرعة بمؤسساتها وحيوانات وآلات وادوات الزرع الموجودة فيها .
 - ٢ - بسرقة المزروعات ونتاجها وحيوانات وآلات وادوات الزرع الموجودة في المزرعة وأموال صاحب المزرعة او السراكمة او الفلاحين الموجودين في المزرعة .
 - ٣ - بتخريب غيره من السراكمة او الفلاحين على الاهمال والتقصير والمخالفة في الواجبات .
 - ٤ - بفعل يؤدي الى الاخلال بالسلم بينه وبين غيره بقصد عرقلة ادارة المزرعة .
- فيعاقب بالحكم عليه بترحيله من المزرعة من قبل الموظف الادارى المختص وفقاً لاحكام نظام دعاوى





(١١)

المشائروالمدنية والجزائية على انه اذا كان الفلاح صاحب لزمة بموجب قانون اللزمة رقم ٥٠ لسنة ١٩٣١ وحكم بترحيله بهذه الصورة فلا يخل هذا الترحيل بحقه الشخصي في الاضربلا يفتح من استعمال هذا الحق من قبل اثاره حسمما يقتضى به العرف وعند وقوع الترحيل يعتبر الشخص المقرر ترحيله مفصولا بسببه وتلحق بحق حصته احكام المادتين ١٨ و ١٩ من هذا القانون .

ب . لا يصح الحكم المطلق بالترحيل من هذه المادة العقوبة التي قد تستلزمها افعال السركال او الفلاح المقيمة في الفترة الاولى بموجب القوانين العقابية الاخرى .

المادة الخمسون - لا تطل احكام هذا القانون بالتداولات الزراعية المعتودة في يوم تاريخ تنفيذه او قبله المادة الحادية والخمسون - يصبح هذا القانون نافذا بعد ثلاثة اشهر من تاريخ نشوء في الجريدة الرسمية المادة الثانية والخمسون - على وزارة الدولة تنفيذ هذا القانون .

كتب ببغداد في اليوم العشرين من شهر صفر سنة ١٣٥٢ واليوم الرابع عشر من شهر حزيران سنة

١٩٣٣ ٦

شاذي

نائب الرئيس

رئيس المجلس

حكمت سليمان

محمد زكريا

رئيس الوزارة ووكيل وزير الخارجية

وزير الداخلية ووكيل وزير المالية

وزير المالية

جلال الدين باهان

عبد الحميد

وزير الدفاع ووكيل وزير الاقتصاد

وزير المعارف

والواصلات



15
CONFIDENTIAL.

No.302.

69 63
POLITICAL AGENCY,

KUWAIT.

Dated the 19th December 1933.

From

Lt.-Colonel H.R.P.Dickson, C.I.E., I.A.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, B u s h i r e .

Faddaghiyeh Suit.

Sir,

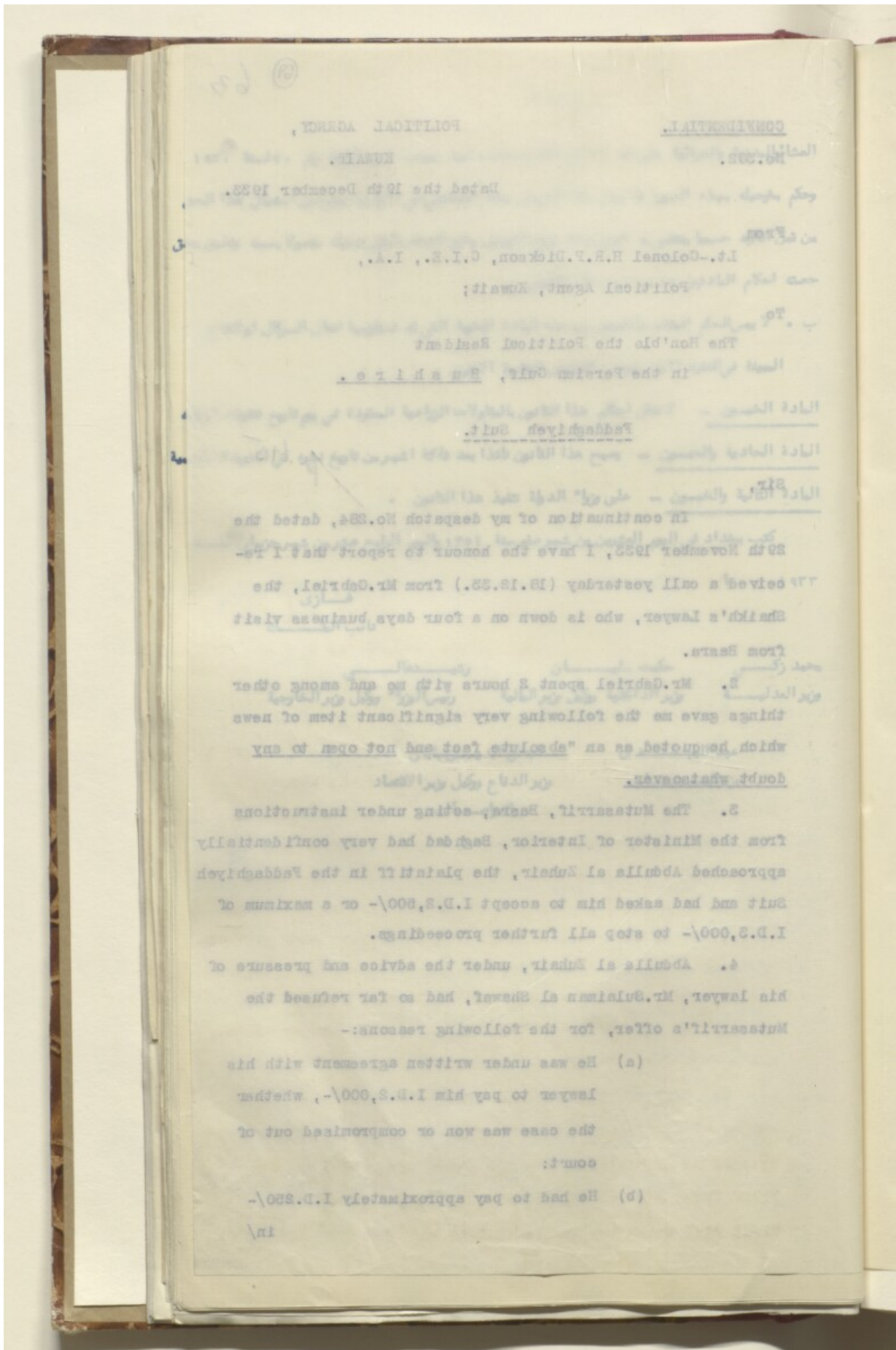
6.45
In continuation of my despatch No.284, dated the 29th November 1933, I have the honour to report that I received a call yesterday (18.12.33.) from Mr.Gabriel, the Shaikh's Lawyer, who is down on a four days business visit from Basra.

2. Mr.Gabriel spent 2 hours with me and among other things gave me the following very significant item of news which he quoted as an "absolute fact and not open to any doubt whatsoever."

3. The Mutasarrif, Basra, acting under instructions from the Minister of Interior, Baghdad had very confidentially approached Abdulla al Zuhair, the plaintiff in the Faddaghiyeh Suit and had asked him to accept I.D.2,500/- or a maximum of I.D.3,000/- to stop all further proceedings.

4. Abdulla al Zuhair, under the advice and pressure of his lawyer, Mr.Sulaiman al Shawaf, had so far refused the Mutasarrif's offer, for the following reasons:-

- (a) He was under written agreement with his lawyer to pay him I.D.2,000/-, whether the case was won or compromised out of court:
 - (b) He had to pay approximately I.D.250/-
- in/





(70) 64
- 2 -

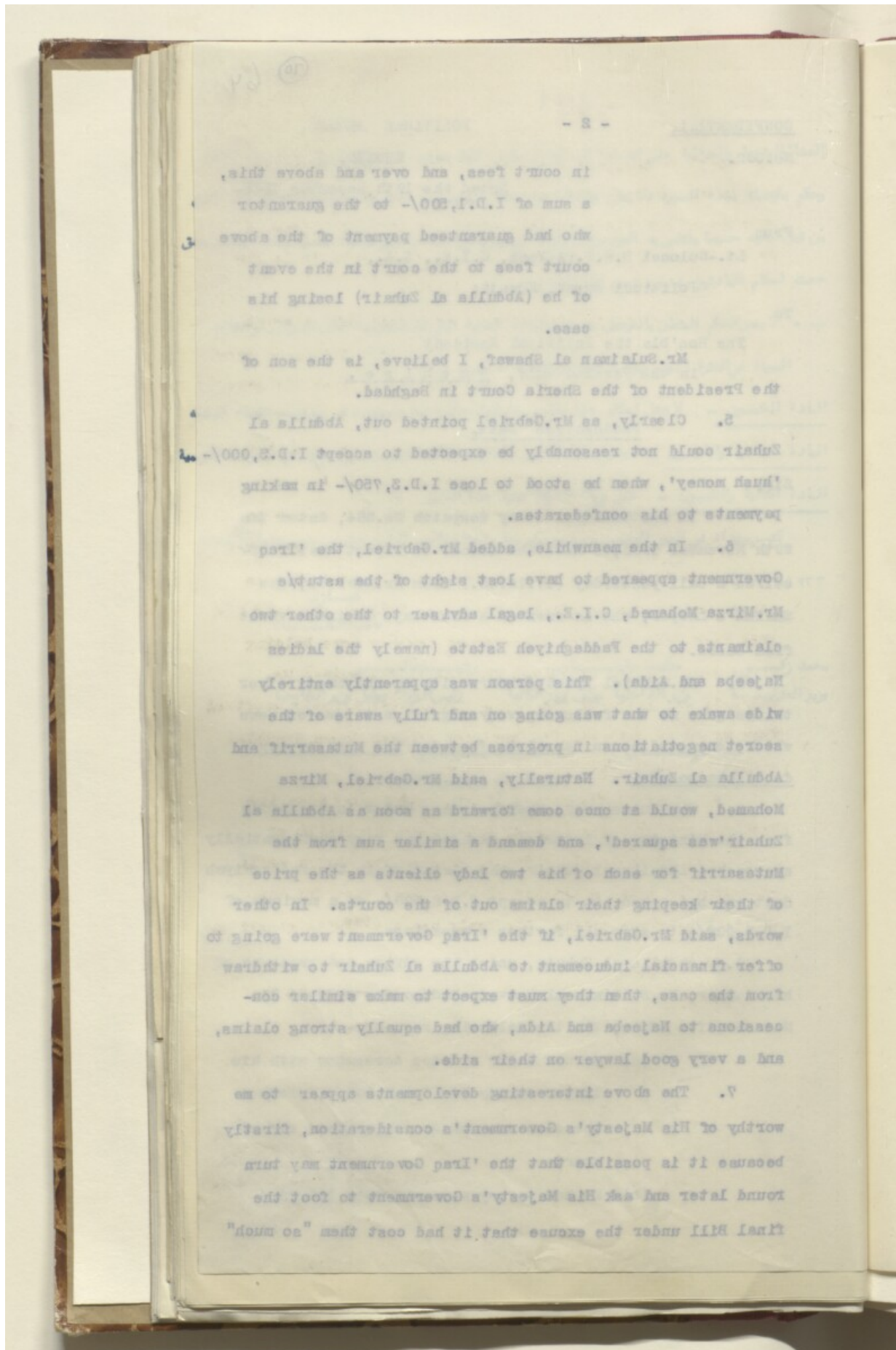
in court fees, and over and above this, a sum of I.D.1,500/- to the guarantor who had guaranteed payment of the above court fees to the court in the event of he (Abdulla al Zuhair) losing his case.

Mr.Sulaiman al Shawaf, I believe, is the son of the President of the Sheria Court in Baghdad.

5. Clearly, as Mr.Gabriel pointed out, Abdulla al Zuhair could not reasonably be expected to accept I.D.3,000/- 'hush money', when he stood to lose I.D.3,750/- in making payments to his confederates.

6. In the meanwhile, added Mr.Gabriel, the 'Iraq Government appeared to have lost sight of the astut/e Mr.Mirza Mohamed, C.I.E., legal adviser to the other two claimants to the Faddaghiyeh Estate (namely the ladies Najeeba and Aida). This person was apparently entirely wide awake to what was going on and fully aware of the secret negotiations in progress between the Mutasarrif and Abdulla al Zuhair. Naturally, said Mr.Gabriel, Mirza Mohamed, would at once come forward as soon as Abdulla al Zuhair 'was squared', and demand a similar sum from the Mutasarrif for each of his two lady clients as the price of their keeping their claims out of the courts. In other words, said Mr.Gabriel, if the 'Iraq Government were going to offer financial inducement to Abdulla al Zuhair to withdraw from the case, then they must expect to make similar concessions to Najeeba and Aida, who had equally strong claims, and a very good lawyer on their side.

7. The above interesting developments appear to me worthy of His Majesty's Government's consideration, firstly because it is possible that the 'Iraq Government may turn round later and ask His Majesty's Government to foot the final Bill under the excuse that it had cost them "so much"





- 3 -

"so much" to persuade the three claimants to compromise the case, and secondly because it affords an excellent example of how state secrets cannot be kept in 'Iraq. I am assuming, of course, that His Majesty's Embassy is unaware of the offer to Abdulla al Zuhair.

8. Mr. Gabriel incidentally mentioned that rumours to the effect that the 'Iraq Government were trying to compromise the Faddaghiyeh Case, had already reached the ears of the ladies whose interests he had represented in the "Bashiyeh" Case and were causing them much anxiety. They had recently visited him and pointed out that the Lower Court as well as the Appeal Court, had given a decree in their favour, and appealed to him to try and find out when the decree would be served, so as to enable them to take possession of the Bashiyeh. They (the ladies) had told him that they felt that the Ministry of Justice were holding up proceedings for political reasons which, opined Mr. Gabriel, was probably the case. Mr. Gabriel naively enquired from me as to what was the best way to keep these troubled ladies quiet.

9. I asked Mr. Gabriel if he thought that when the Bashiyeh property was finally taken from the Shaikh of Kuwait and given to his clients, whether the Shaikh could successfully bring a counter claim against them for the original purchase price. His reply was a definite negative.

I have the honour to be,

Sir,

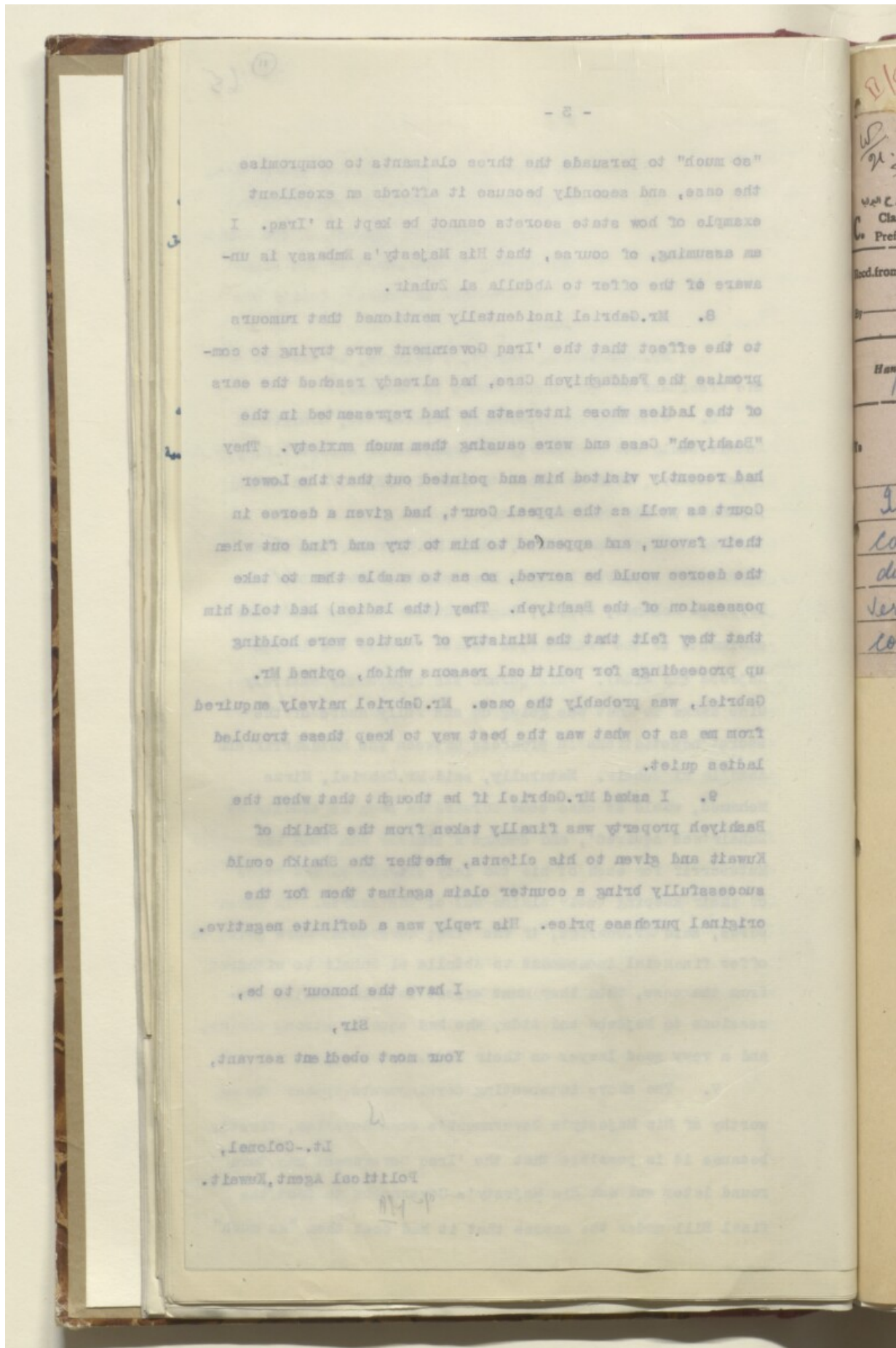
Your most obedient servant,

W

Lt.-Colonel,

Political Agent, Kuwait.

9-1/11





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File in Date file
21.12.33
Date file
26.12.33

الحكومة العراقية R-1.No-740

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Colonel Dickson

Kuwait

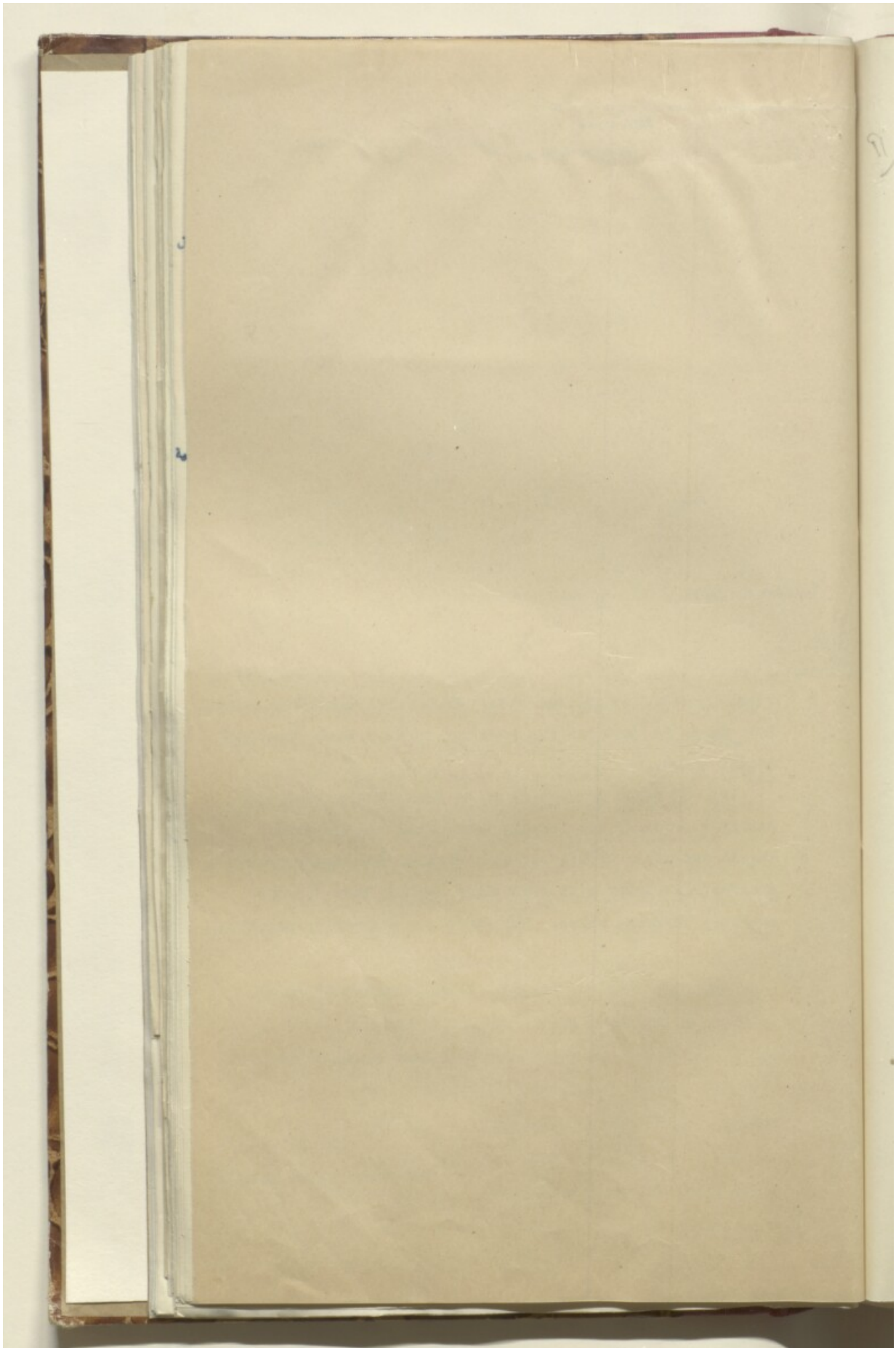
Istanbul power of attorney arrived completely correct stop the defect in the previous one due to clerical mistake stop our case now very strong and success very sure stop copies will be forwarded you shortly /agob

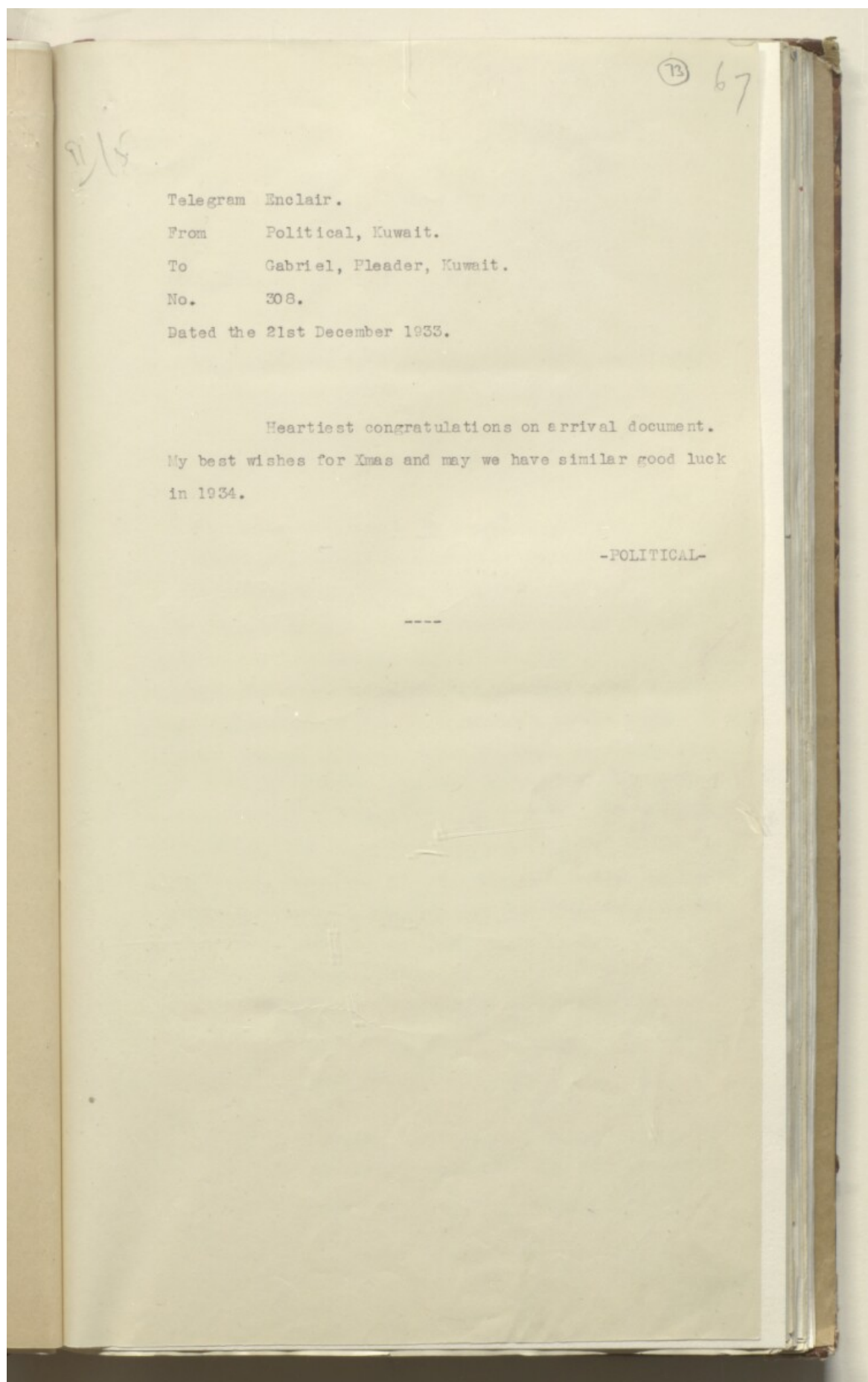
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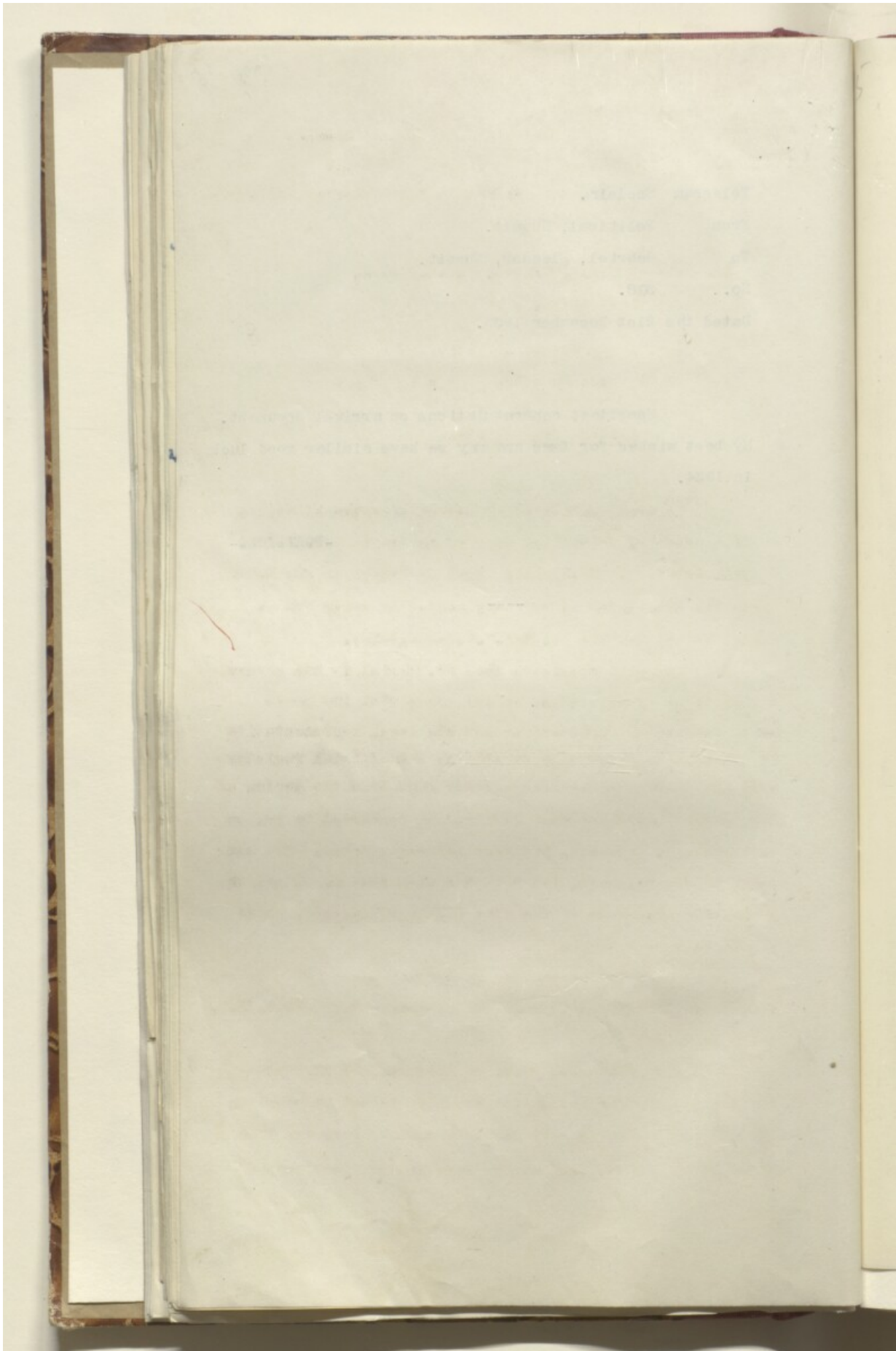
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SECRET.

No.309.

POLITICAL AGENCY,

KUWAIT.

Dated the 21st December 1933.

From

Lt.-Colonel H.R.P. Dickson, C.I.E., I.A.,

Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, B u s h i r e .

Paddaghiyeh Estate.

Sir,

In continuation of my Secret endorsement No.250 of 17th October, forwarding copy of my secret D.O.No.249, of 17th October to Mr.Nihill, Legal Secretary to His Excellency the Ambassador at Baghdad; (marked on cover "To be opened by the Hon'ble Lt.-Col.T.C.Fowle, only).

2. You will recollect that Mr.Gabriel in his communication to me (forwarded as an enclosure with the above mentioned letter) proposed to get his legal representative in Istanbul to personally scrutinize the official registers once again so as to make absolutely sure that the copies of the Power of Attorney sent to him, and forwarded to you by H.M's Consul, Istanbul, had been correctly taken. The weak point in the document, you will see also recollect, was the absence of the names of the "two Muslim witnesses", which should have been there.

3. I have the honour now to forward a copy of a telegram which I received from Mr.Gabriel yesterday (20.12.33.), which reads as follows:

"Istanbul Power of Attorney now arrived
"completely correct stop defect in previous
"one due to clerical mistake stop our case
"now very strong stop success very sure".

4./

opened by the Hon'ble Lt.-Col. T. G. Fowler, only).

January the Ambassador at Baghdad; marked on cover "To be
of 17th October to Mr. Whill, Legal Secretary to His Excel-
of 17th October, forwarding copy of my secret D.O. No. 242,
In continuation of my Secret endorsement No. 250

Sir,

2. You will recollect that Mr. Gabriel in his communication to me (forwarded as an enclosure with the above mentioned letter) proposed to get his legal representative in Istanbul to personally scrutinize the official registers once again so as to make absolutely sure that the copies of the Power of Attorney sent to him, and forwarded to you by H.M.'s Consul, Istanbul, had been correctly taken. The weak point in the document, you will see also recollect, was the absence of the names of the "two Muslim witnesses", which should have been there.

Gram which I received from Mr. Gebriel yesterday (20.12.55.), which reads as follows:



- 2 -

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69

4. This is, as I think you will agree, most satisfactory, and reflects very great credit on Mr. Gabriel, who has throughout this business displayed undoubted skill and determination to succeed.

I have the honour to be,

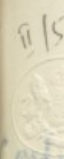
Sir,

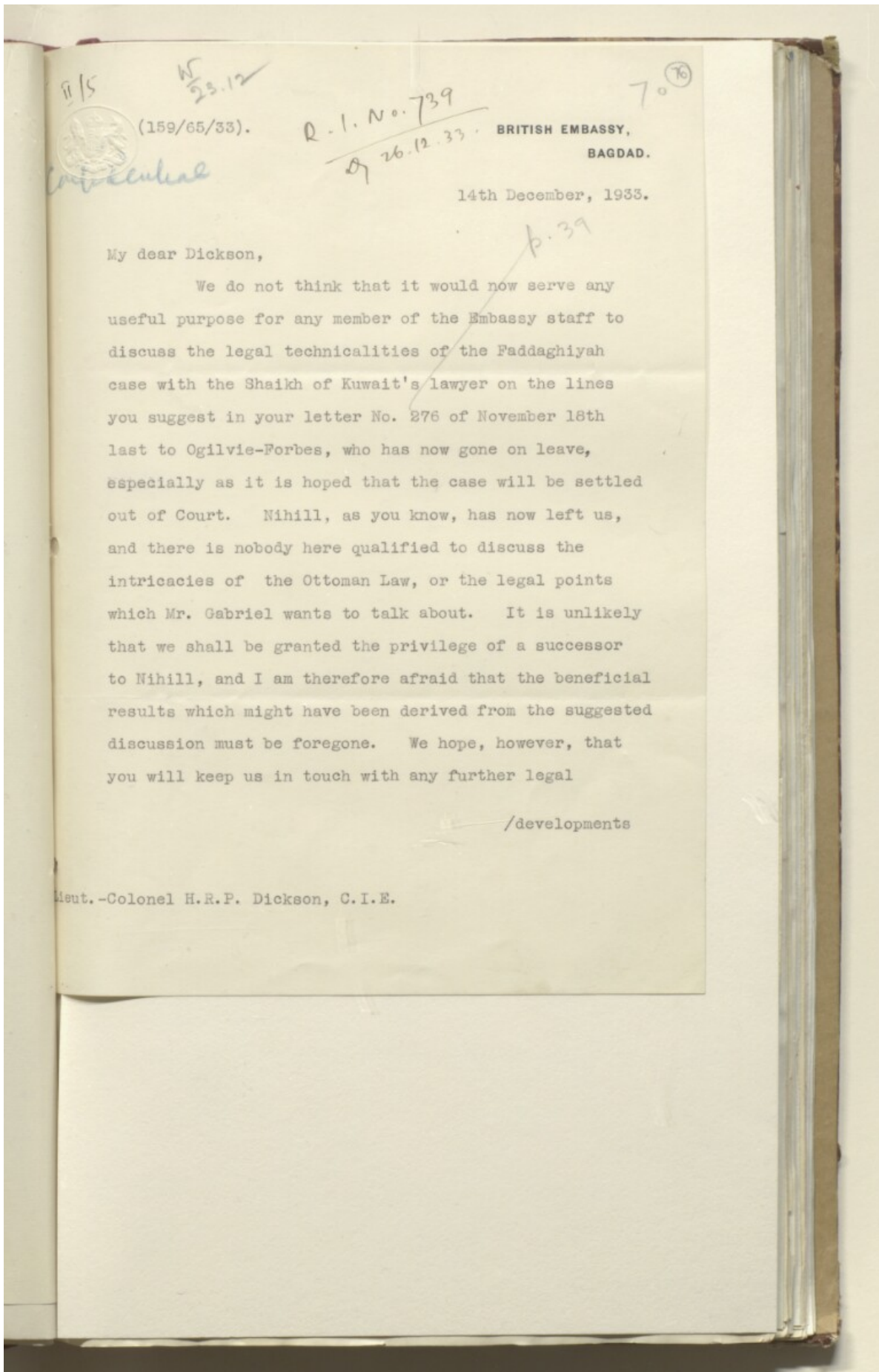
Your most obedient servant,

H. P. Dineen

-Lt.-Colonel,

Political Agent, Kuwait.
7c Hh.





(159/65/33).

R.I. No. 739

26.12.33

BRITISH EMBASSY,
BAGDAD.

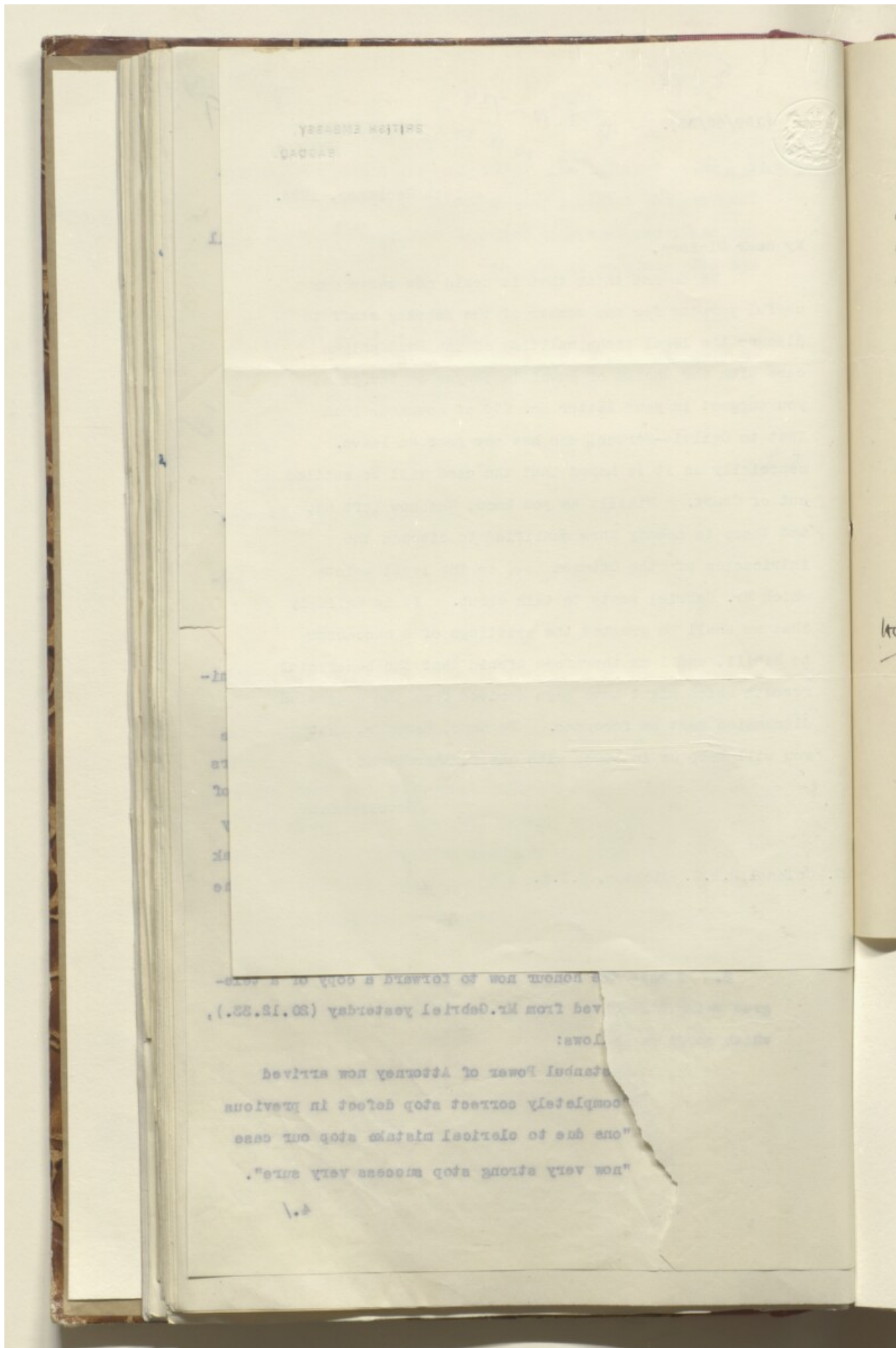
14th December, 1933.

My dear Dickson,

We do not think that it would now serve any useful purpose for any member of the Embassy staff to discuss the legal technicalities of the Paddaghiyah case with the Shaikh of Kuwait's lawyer on the lines you suggest in your letter No. 276 of November 18th last to Ogilvie-Forbes, who has now gone on leave, especially as it is hoped that the case will be settled out of Court. Nihill, as you know, has now left us, and there is nobody here qualified to discuss the intricacies of the Ottoman Law, or the legal points which Mr. Gabriel wants to talk about. It is unlikely that we shall be granted the privilege of a successor to Nihill, and I am therefore afraid that the beneficial results which might have been derived from the suggested discussion must be foregone. We hope, however, that you will keep us in touch with any further legal

/developments

Lieut.-Colonel H.R.P. Dickson, C.I.E.





- 2 -

developments or points which may occur to Mr. Gabriel,
as if anything serious or important arose we might be
able to seek other legal opinion elsewhere.

With kind regards,

Yours sincerely

J. Balestier

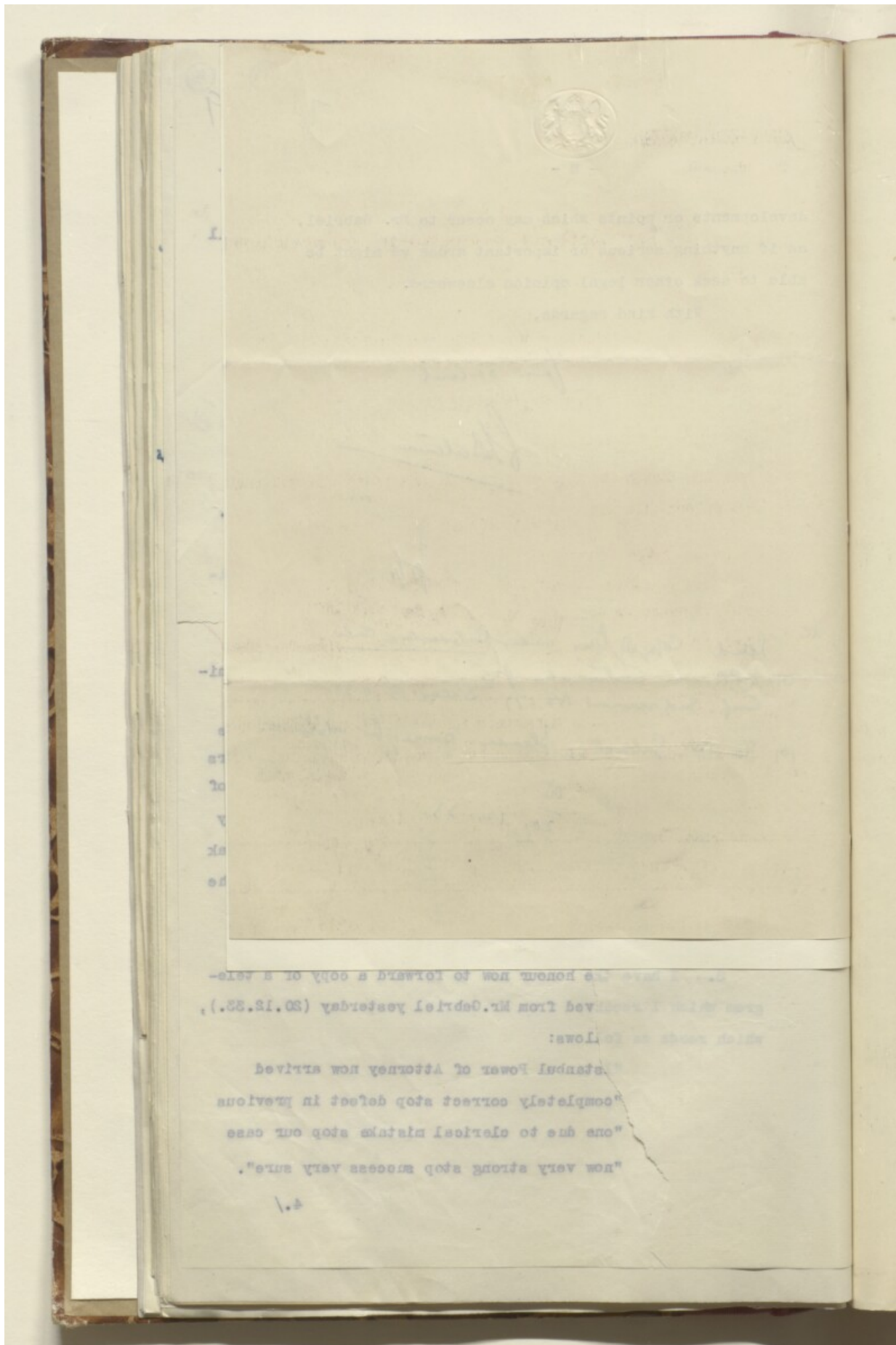
10/1

HC. Send copy of this under Confidential cover.

(1) KPR in Confidential form
Conf. endorsement No 277. Dated 18.4.33

(2) To Mr. Gabriel, pleader Bana, for information.

W
20. 12. 33





CONFIDENTIAL.

No. 318.

The Political Agent at Kuwait presents his compliments
to

The Hon'ble the Political Resident
in the Persian Gulf,
Bushire;

and has the honour to transmit to him a copy of the undermentioned
document, for information.

Political Agency,
KUWAIT.



Dated the 30th December 1933.

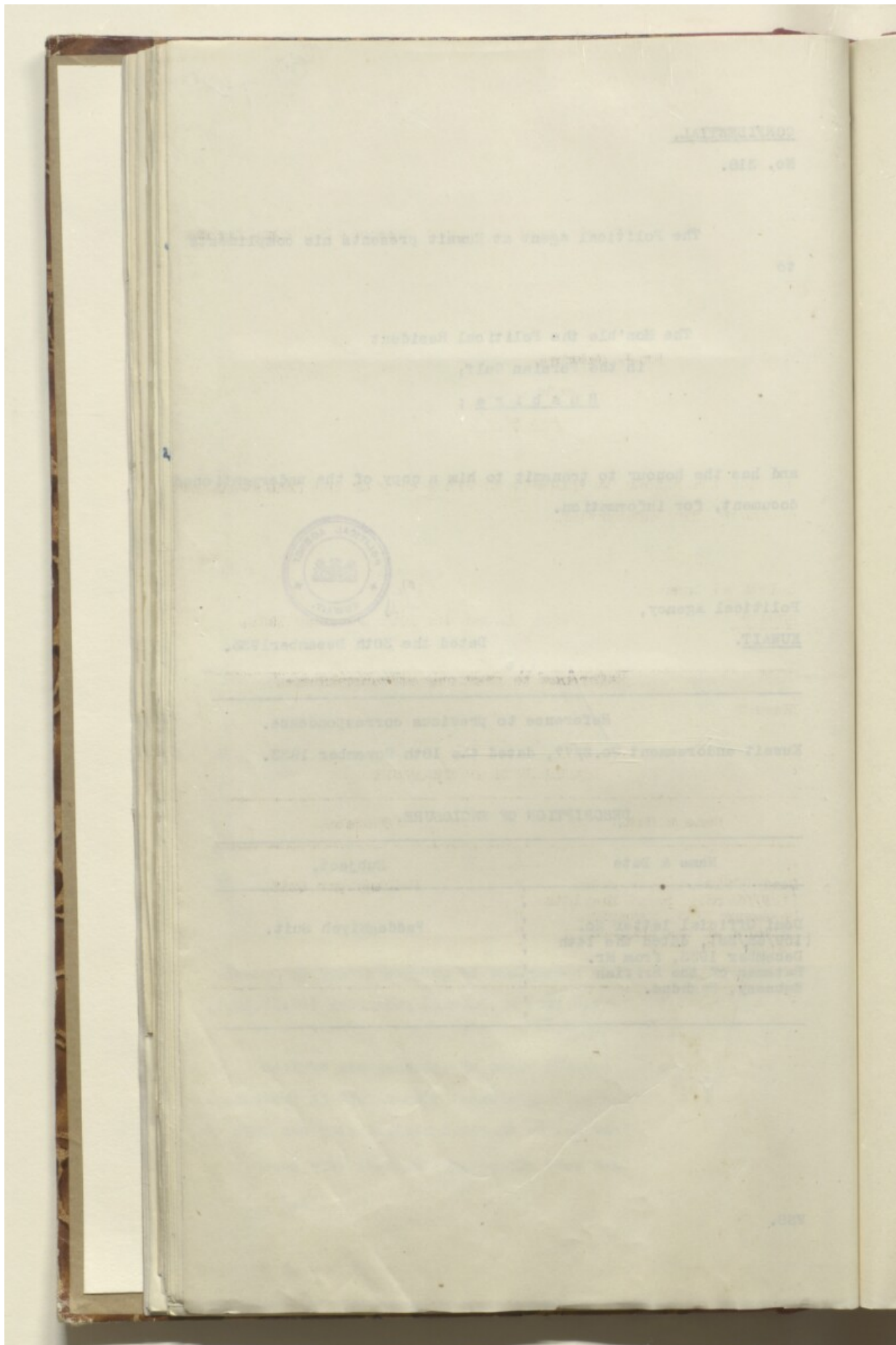
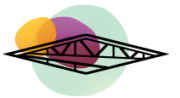
Reference to previous correspondence.

Kuwait endorsement No. 2777, dated the 18th November 1933.

DESCRIPTION OF ENCLOSURE.

Name & Date	Subject.
Demi Official letter No. (159/65/33), dated the 14th December 1933, from Mr. Bateman of the British Embassy, Baghdad.	Faddaghiyeh Suit.

VSS.





CONFIDENTIAL.

No.319.

The Political Agent at Kuwait presents his compliments
to

Mr.J. Gabriel,
Pleader,

B A S R A :

and has the honour to transmit to him a copy of the undermentioned
document, for information.

Political Agency,
KUWAIT.

Dated the 30th December 1933.

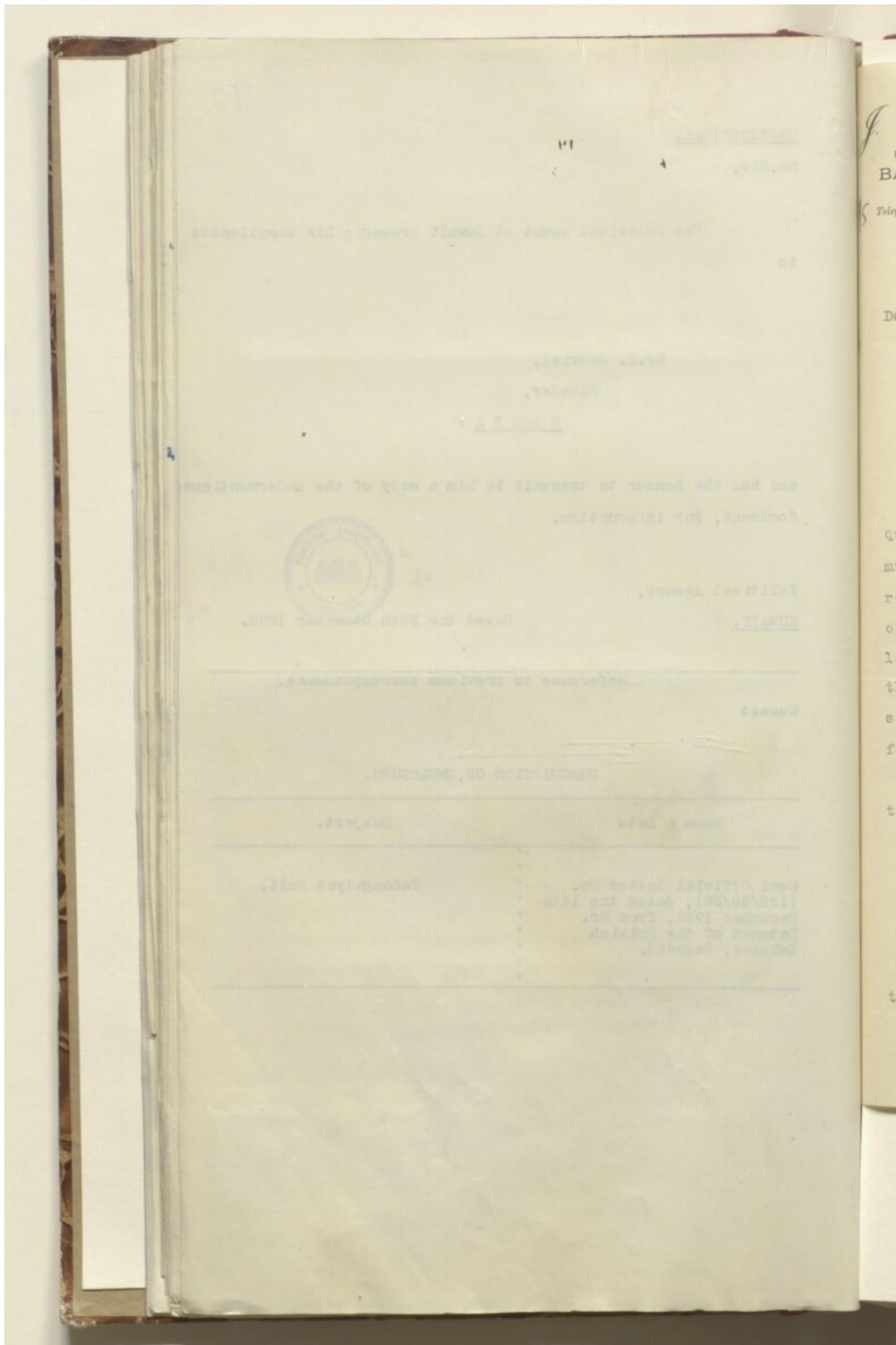


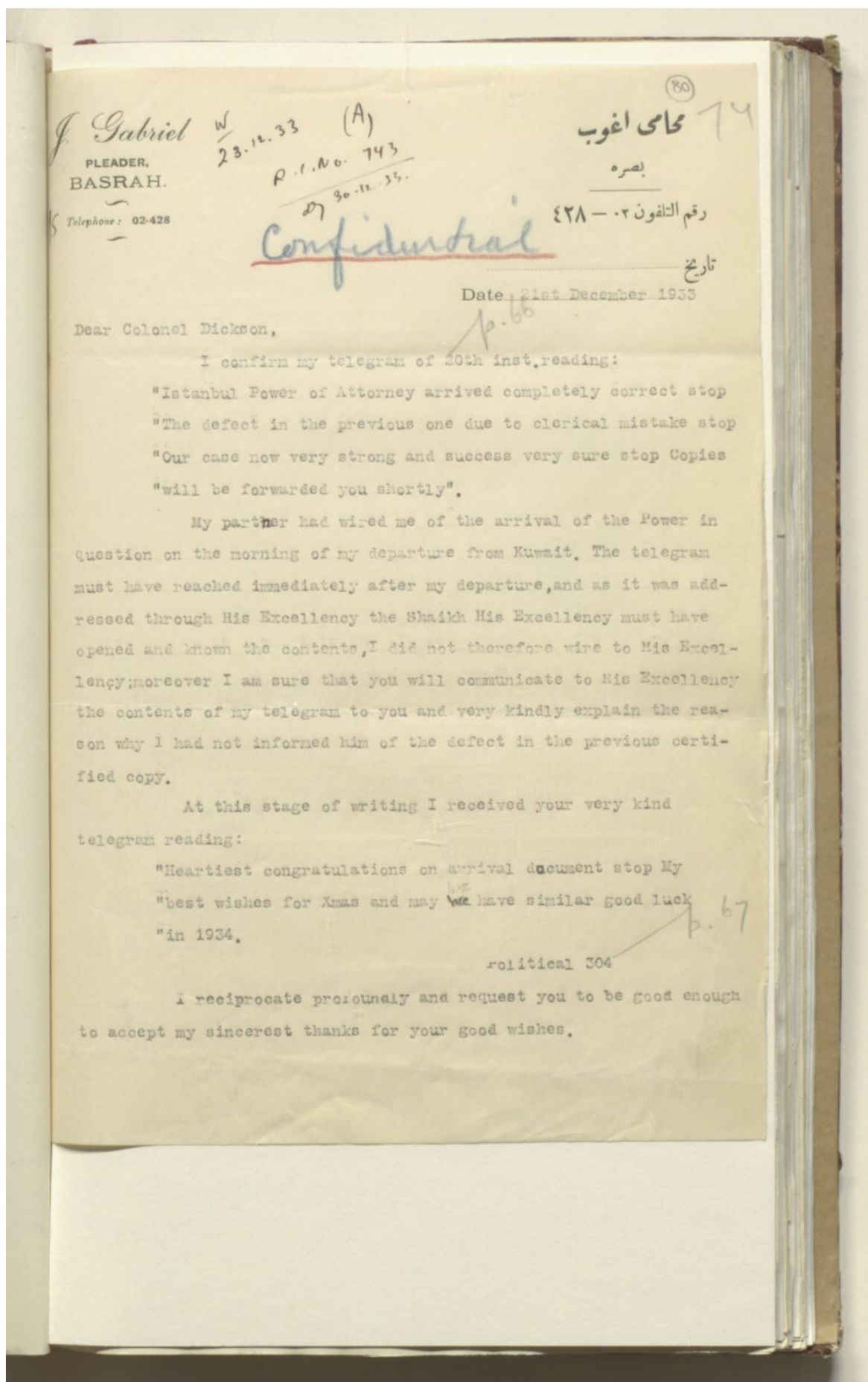
Reference to previous correspondence.

Kuwait

DESCRIPTION OF ENCLOSURE.

Name & Date	Subject.
Demi Official letter No. (159/85/33), dated the 14th December 1933, from Mr. Bateman of the British Embassy, Baghdad.	Faddaghiyeh Suit.





J. Gabriel
PLEADER,
BASRAH.

Telephone : 02-428

W/ 23.12.33 (A)
P.O. No. 743
27 30.12.33.

Confidential

مقامی افوب 74

بصرہ

رقم التلفون ٠٢ - ٤٢٨

تاریخ

Date 21st December 1933

Dear Colonel Dickson,

I confirm my telegram of 20th inst. reading:

"Istanbul Power of Attorney arrived completely correct stop
"The defect in the previous one due to clerical mistake stop
"Our case now very strong and success very sure stop Copies
"will be forwarded you shortly".

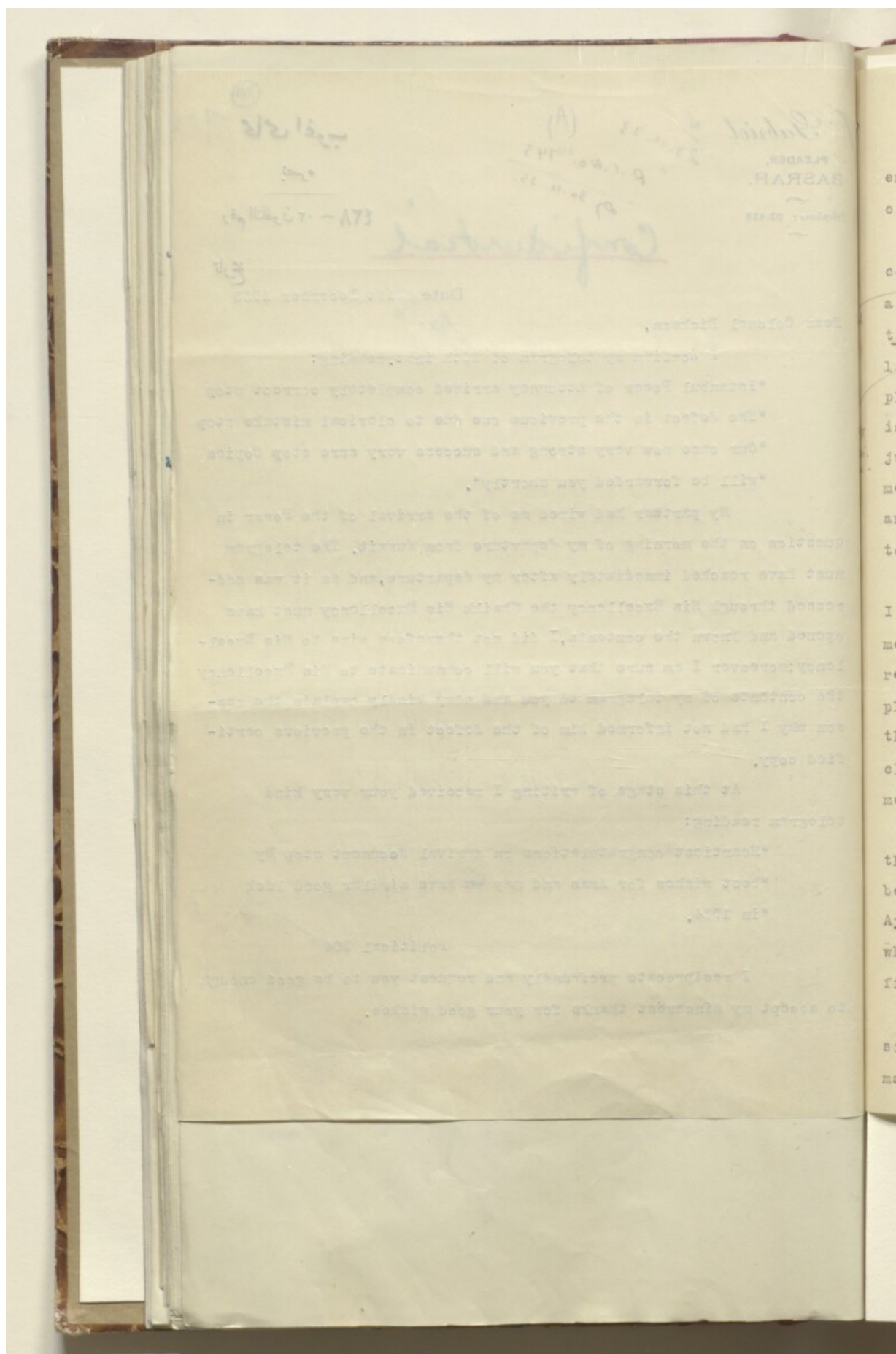
My partner had wired me of the arrival of the Power in question on the morning of my departure from Kuwait. The telegram must have reached immediately after my departure, and as it was addressed through His Excellency the Shaikh His Excellency must have opened and known the contents, I did not therefore wire to His Excellency; moreover I am sure that you will communicate to His Excellency the contents of my telegram to you and very kindly explain the reason why I had not informed him of the defect in the previous certified copy.

At this stage of writing I received your very kind telegram reading:

"Heartiest congratulations on arrival document stop My
"best wishes for Xmas and may we have similar good luck
"in 1934.

Political 304

I reciprocate profoundly and request you to be good enough to accept my sincerest thanks for your good wishes.





- 2 -

(81) 75

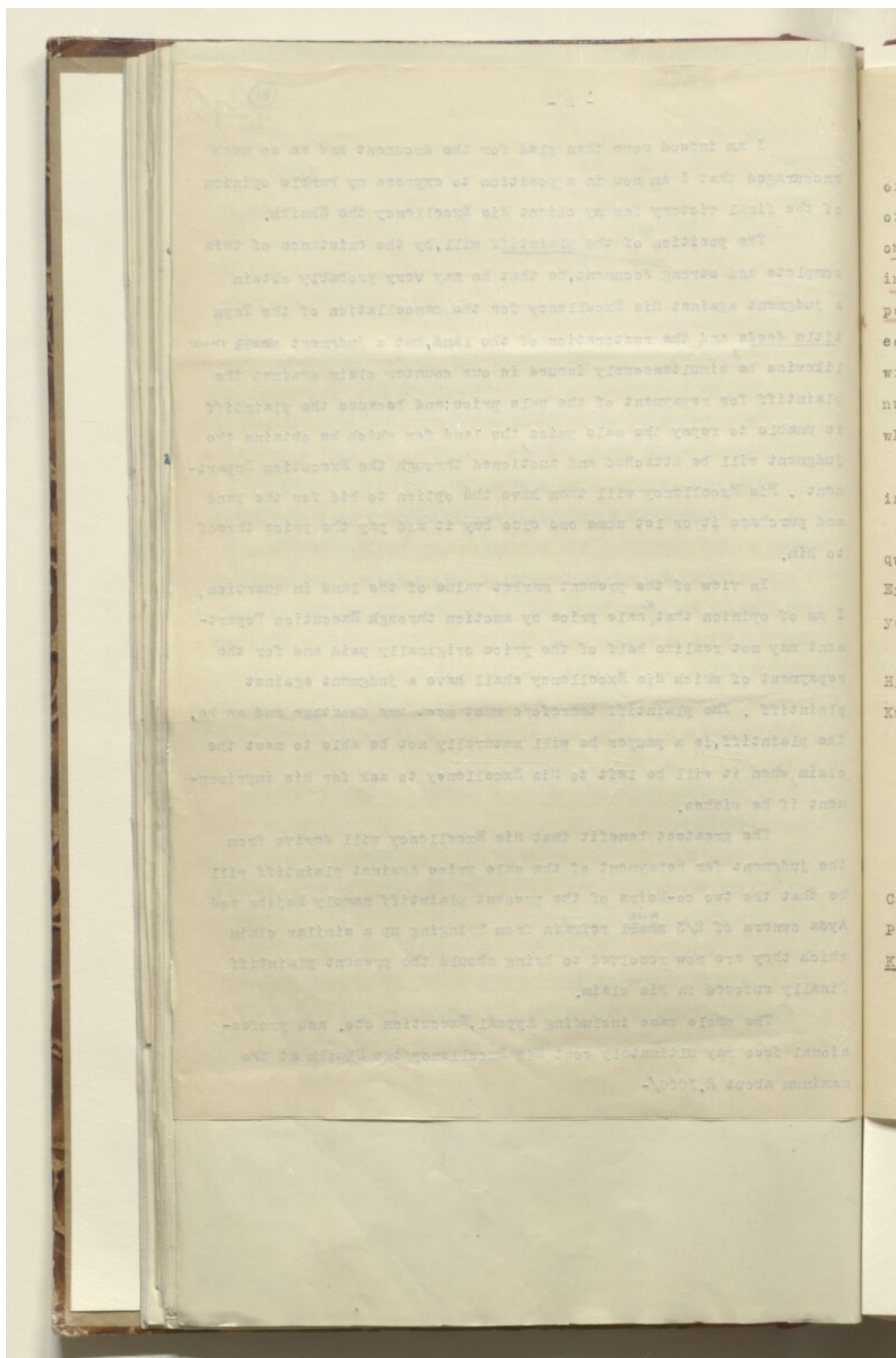
I am indeed more than glad for the document and am so much encouraged that I am now in a position to express my humble opinion of the final victory for my client His Excellency the Shaikh.

The position of the plaintiff will, by the existence of this complete and strong document, be that he may very probably obtain a judgment against His Excellency for the cancellation of the Tapu title deeds and the restoration of the land, but a judgment ~~shall~~ must likewise be simultaneously issued in our counter claim against the plaintiff for repayment of the sale price; and because the plaintiff is unable to repay the sale price, the land for which he obtains the judgment will be attached and auctioned through the Execution Department. His Excellency will then have the option to bid for the land and purchase it or let some one else buy it and pay the price thereof to him.

In view of the present market value of the land in question, I am of opinion that ^{Ka} sale price by auction through Execution Department may not realize half of the price originally paid and for the repayment of which His Excellency shall have a judgment against plaintiff. The plaintiff therefore must meet the shortage and as he, the plaintiff, is a pauper he will naturally not be able to meet the claim when it will be left to His Excellency to ask for his imprisonment if he wishes.

The greatest benefit that His Excellency will derive from the judgment for repayment of the sale price against plaintiff will be that the two co-heirs of the present plaintiff namely Najiba and Ayda owners of $\frac{2}{3}$ ^{will} ~~shall~~ refrain from bringing up a similar claim which they are now resolved to bring should the present plaintiff finally succeed in his claim.

The whole case including Appeal, Execution etc. and professional fees may ultimately cost His Excellency the Shaikh at the maximum about £.3000/-





-3-

(82)

76

I am enclosing herewith (in triplicate) copies of the Power of Attorney in question for your kind perusal and record. The text of the present power is exactly the same as the previous one. The only omission in the previous one was the name of the two identifying witnesses whose names having been duly inserted in the present power, it is therefore quite complete. I have therefore not translated the contents. I will, when convenient, add the names of the said two witnesses to my previous translation, alter and modify the dates and numbers of the verifications of the present one and have same retyped; when this is done I shall not fail to send you copies of same.

I am writing to His Excellency about the subject in question in confirmation of my partner's above mentioned telegram to me.

I am waiting for the promised Rs. 15000 by His Excellency for ~~and~~ qurdah (loan) to the Fallakins. I am writing and reminding His Excellency, should the occasion arise you may kindly remind him if you consider it advisable.

Mr. Asfar has been particularly impressed by your kindness and His Excellency's hospitality and by the climate and nice view of Kuwait generally, but I am much more so always.

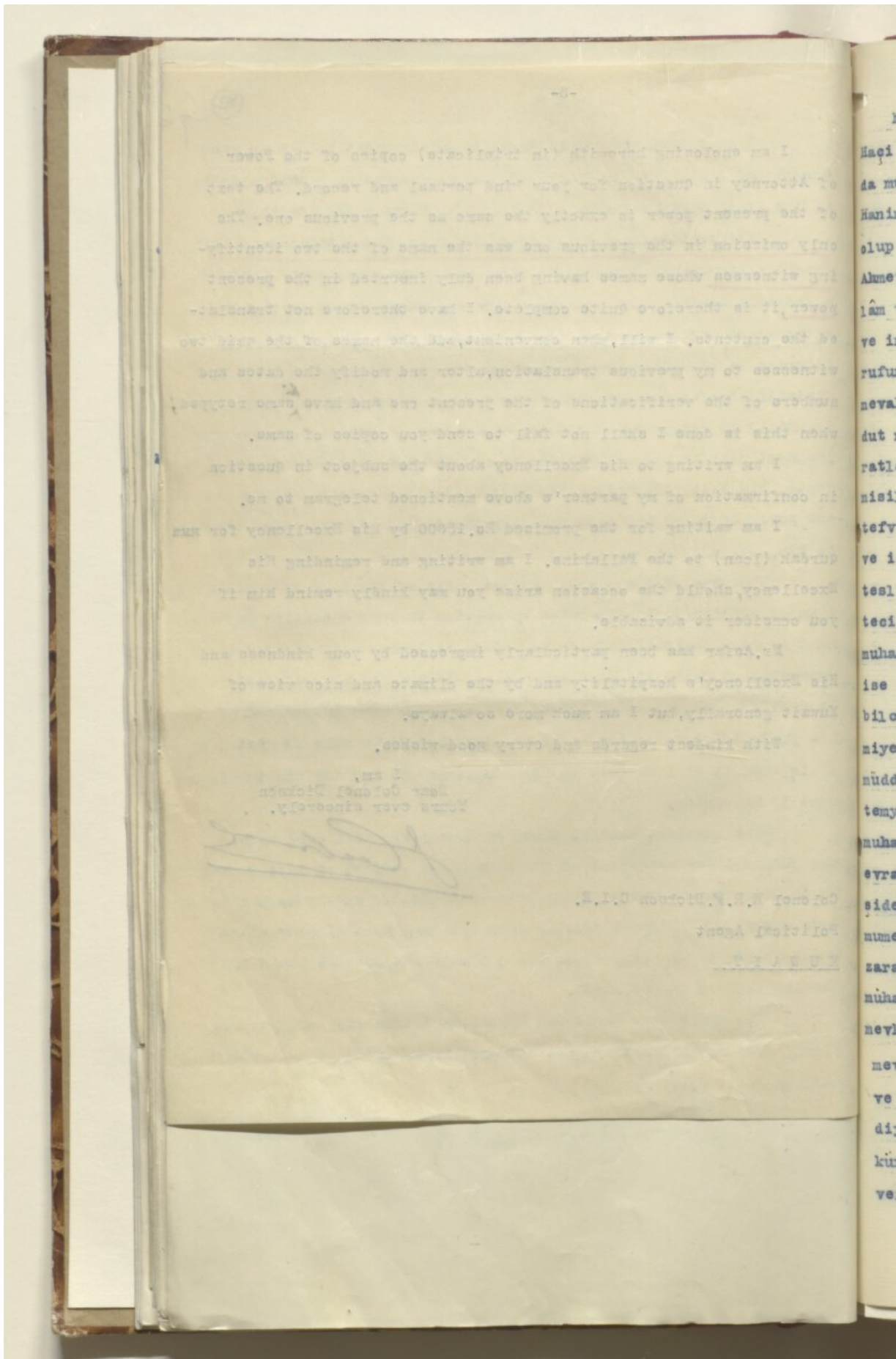
With kindest regards and every good wishes.

I am,
Dear Colonel Dickson
Yours ever sincerely,

Colonel H.R.P. Dickson C.I.E.

Political Agent

K U W A I T

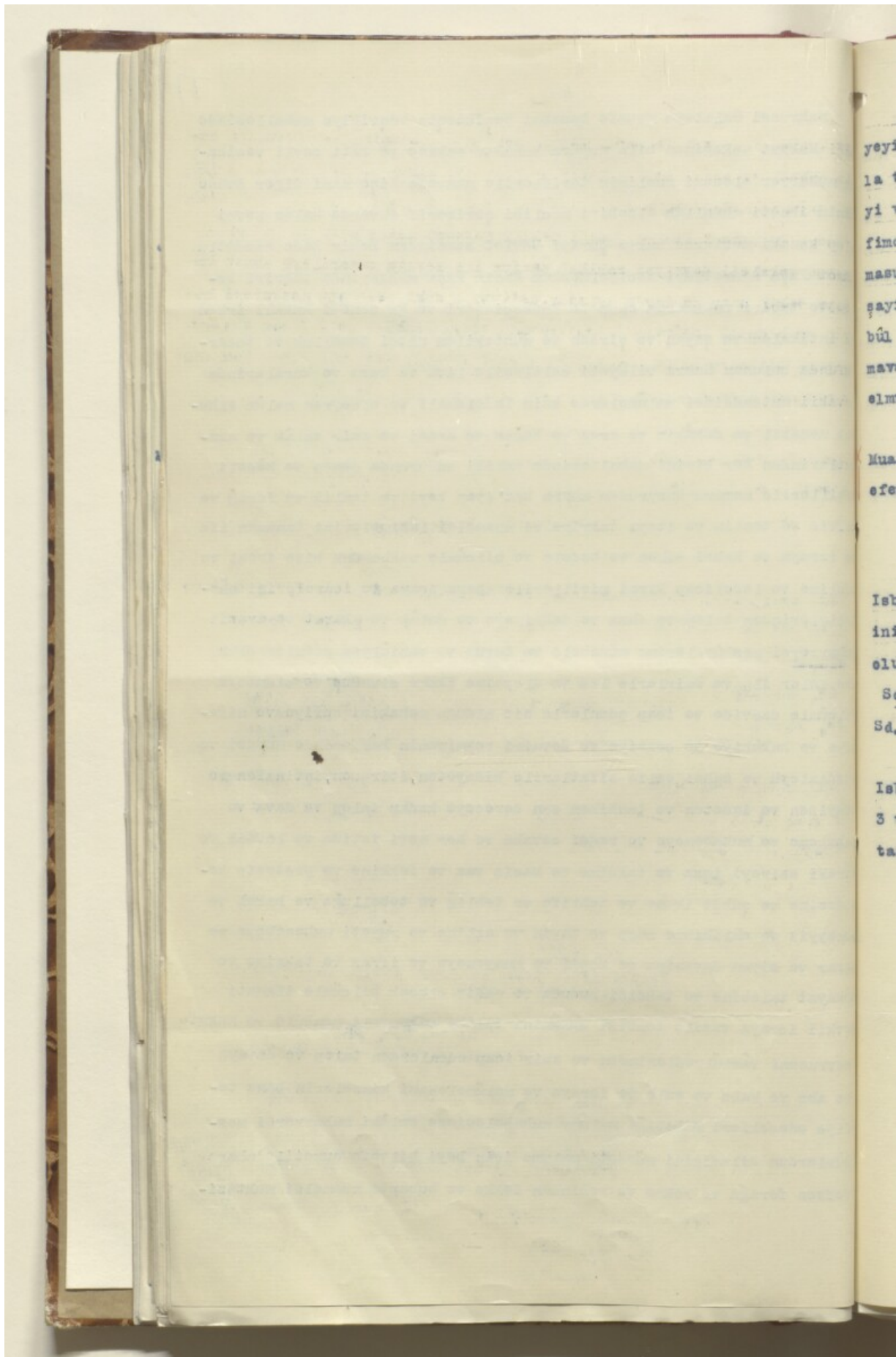




"8"

(83) 77

Mahrussi Galataya muzafe kasabai Beşiktesta Teşvikiye mahallesinde
 Hacı Maksut sokağında bilâ numara konakta sakine ve zati zeyli vesika-
 da muharrer elesami müslimin tarifleriyle muarefe Aige namı diğer Avase
 Hanım ibneti Abdullah Elzehiri meclisi şerîşerif enverde halen zevci
 olup konaki mezkûrde mukim Şurayî Devlet azasından Zehir Zade saadetli
 Ahmet Paşa hazretleri necellelmerhum Kasım Paşa mahzarında takrirî ke-
 lââm ve tabirî anelmeram edup ba hâceccî geri ve ba senedi hakani irsen
 ve intikalen ve şayan ve şiraen ve müstakilen uhteî temelluk ve tasar-
 rufunda bulunan Basra vilâyeti celilesile liva ve kaza ve kuralarında
 mevakkî müteaddidei malûmelerde kâin ledelchali ve elceyran malûm elhu-
 dut menazil ve dekâkin ve arsa ve bağçe ve arazi ve sair emlâk ve aka-
 ratlarından her birini mahallerinde talibi zuhurunda semen ve bedeli
 misillilerle memuru huzurunda ahara kat'iyân beyi ve temlik ve ferağ ve
 tefviz ve teslim ve itayî takrire ve muamelei lâzîmelerini tamamen ifa
 ve icraya ve kabzi semen ve bedele ve bilcümle makbuzunu bize irsal ve
 teslime ve ledelicap kirai misillilerle ahara icara ve icarelerini müs-
 tecirlerinden talep ve ahza ve tahliyeye ve emlâk ve akarat ve arazî
 muharrereî mezkûrelerime müdahale ve taruz ve vazîlüyed edenler olur
 ise anler ile ve sairlerle leh ve aleyhime ikame olunmuş ve olunacak
 bilcümle daavide ve icap edenlerle ait olduğu mehakimi seriye ve niza-
 miye ve hukukiye ve cezaiye ve devairi resmîyenin kâffesinde müddeî ve
 müddaaleyh ve şahsî salis sıfatlarıyla bidayeten, itirazen, istinafen ve
 temyizen ve iadeten ve tashihen son dereceye kadar talep ve dava ve
 muhakeme ve muhasemeye ve reddi cevaba ve her nevi istida ve levaih ve
 evraki sairreyi imza ve takdime ve haciz vaz ve fekkine ve protesto ke-
 sidesine ve guhut ikame ve tahlife ve tebliğ ve tebelluğa ve hakem ve
 numeyyiz ve ehlihibre nasp ve tayin ve azline ve rüyeti muhasebeye ve
 zarar ve ziyan davasına ve keşif ve muayeneye ve ifraz ve taksime ve
 muhayat talebine ve tahdidî hududa ve sadir olacak bilcümle ilamati
 nevkîi icraya vazile tenfizî ahkâmîni talebe ve emvali menkule ve nukutu
 mevruşemî vâzîlüyedlerinden ve sair icap edenlerden talep ve davaya
 ve ahz ve kabz ve sulh ve ibraya ve malûmelesami kimselerin bana te-
 diye edecekleri mebalîği malûme mukabelesinde emlâkî muharrereî mez-
 kûrlerden diledigini müddeti malûme için beyî bilvefa suretile ahara
 vefaen ferağa ve relme ve rehinden fekke ve bubapte muamelei muktazi-





- 2 -

yeyi ifa ve icraya velhasıl ahkâmı şerîye ve kavanini mer'iyemizin as-
la tahmil eylediği kâffei hukuk ve vezâifte makamına kaim olarak icra-
yı vekaletle merreten baduhra ahârini tevkil ve teşrik ve azle ve tara-
fından kullema azleteke fienti vekili mefhumu üzere azil ve inizzalden
nasun vekaleti devriyei sahihai şerîye ile zevcim müsarileyh ahmet Pa-
şayı vekil nasp ve tayin eyledim dedikte oldahi vekaleti mezkureyi ka-
bûl ve hismeti lâzimesini kemayenbağı edaye teahhüt ve iltizam etmeğin
navaki bittalep kutup olundu. Fi elyevm elhamis asar min sehri Ramazani
elmubarek lisenetin sitte ve isrin ve selese meye ve elf.

Muarrif dava vekillerinden Ismail
efendi bini Ali efendi

X Masrali Fuat efendi bini
Abdullah efendi.

ve Gayriyum

İsbu suret mulga Galata mahkemesi ser'iyesinin 1006 sicil N. lu defter-
inin 265 inci sahifesinin 492 sıra N.lu kaydına mutabakati tastik
olunur

Sd. Mustafa K Subet H.
40
Sd. Husain

Seal of
222ci Tes 1933
Asliye Mahkemesi
Suncu Hukuk Dairesi
Istanbul

İsbu vekaletname surati altında basılı mührünî Ist. Asliye mahkemesi
3 uncu Hukuk dairesine ait olduğu tatbik suretinden anlaşılmakla
tastik kilendi. 22. XI. 933.

Ismail

Seal
T.C.
Muddeiummıligi
Istanbul

No. 2852

Balaya Mevzu mühr İstanbul Muddei ummıleginin
olmagla tasdik kilindi.

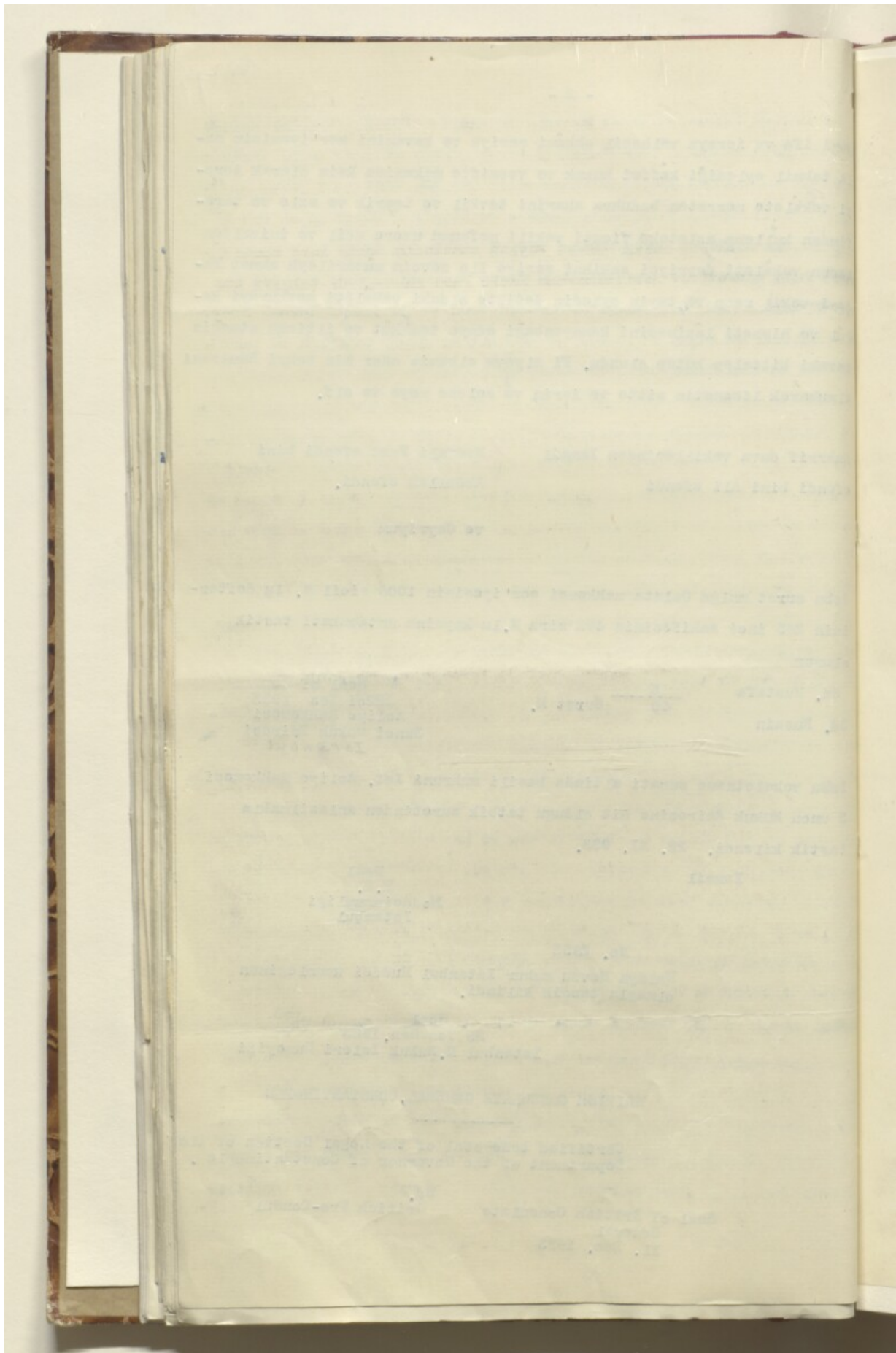
Seal
25 Tes San. 1933
Istanbul M. Hukuk İleri Mıneyizi

BRITISH CONSULATE GENERAL, CONSTANTINOPLE

Certified true seal of the Legal Section of the
Department of the Governor of Constantinople.

Seal of British Consulate
General
11. Dec. 1933

Sd.
British Pro-Consul





SECRET
CONFIDENTIAL.

POLITICAL AGENCY,

No.316.

KUWAIT.

Dated the 29th December 1933.

From

Lt.-Colonel H.R.P. Dickson, C.I.E., I.A.,

Political Agent, Kuwait;

To

The Hon'ble the Political Resident

in the Persian Gulf, B u s h i r e .

FADDAGHIYEH ESTATE.

Sir,

In continuation of my Secret Despatch No.309, dated the 21st December, 1933, I have the honour to forward copies of the following two documents, which I have received from Mr. Gabriel, the Shaikh's lawyer in Basra, for your information and that of His Majesty's Government:-

- (a) Confidential letter, dated the 21st December 1933, from Mr. Gabriel to myself, together with
- (b) Latest copy in Turkish of the Power of Attorney given by the Lady Aysha to her husband Ahmad Pasha al Zuhair, empowering the latter to sell all her properties situate in Basra.

2. Mr. Gabriel's letter (a), which is of great interest, speaks for itself, so I shall refrain from any comments.

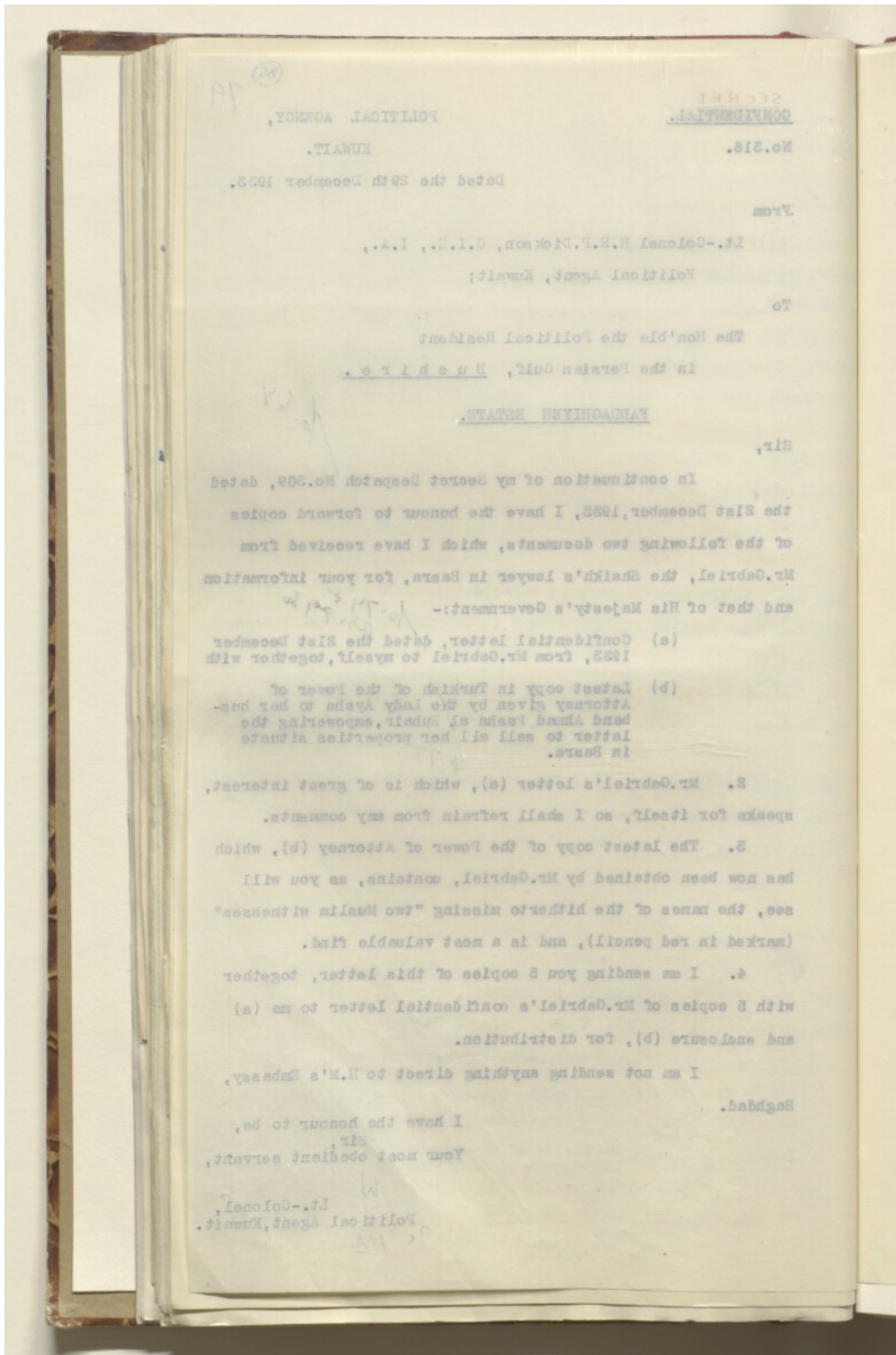
3. The latest copy of the Power of Attorney (b), which has now been obtained by Mr. Gabriel, contains, as you will see, the names of the hitherto missing "two Muslim witnesses" (marked in red pencil), and is a most valuable find.

4. I am sending you 5 copies of this letter, together with 5 copies of Mr. Gabriel's confidential letter to me (a) and enclosure (b), for distribution.

I am not sending anything direct to H.M's Embassy, Baghdad.

I have the honour to be,
Sir,
Your most obedient servant,

W
Lt.-Colonel,
Political Agent, Kuwait.





"a"

CONFIDENTIAL.

Basra.

Dated the 21st December 1933

Dear Colonel Dickson,

I confirm my telegram of 20th instant reading:

"Istanbul Power of Attorney arrived completely
"correct stop The defect in the previous one due
"to clerical mistake stop Our case now very
"strong and success very sure stop Copies
"will be forwarded you shortly".

My partner had wired me of the arrival of the
Power in question on the morning of my departure from Kuwait.
The telegram must have reached immediately after my departure,
and as it was addressed through His Excellency the Shaikh
His Excellency must have opened and known the contents. I
did not, therefore, wire to His Excellency. Moreover I am
sure that you will communicate to His Excellency the contents
of my telegram to you and very kindly explain the reason why
I had not informed him of the defect in the previous certified
copy.

At this stage of writing I received your very kind
telegram reading:

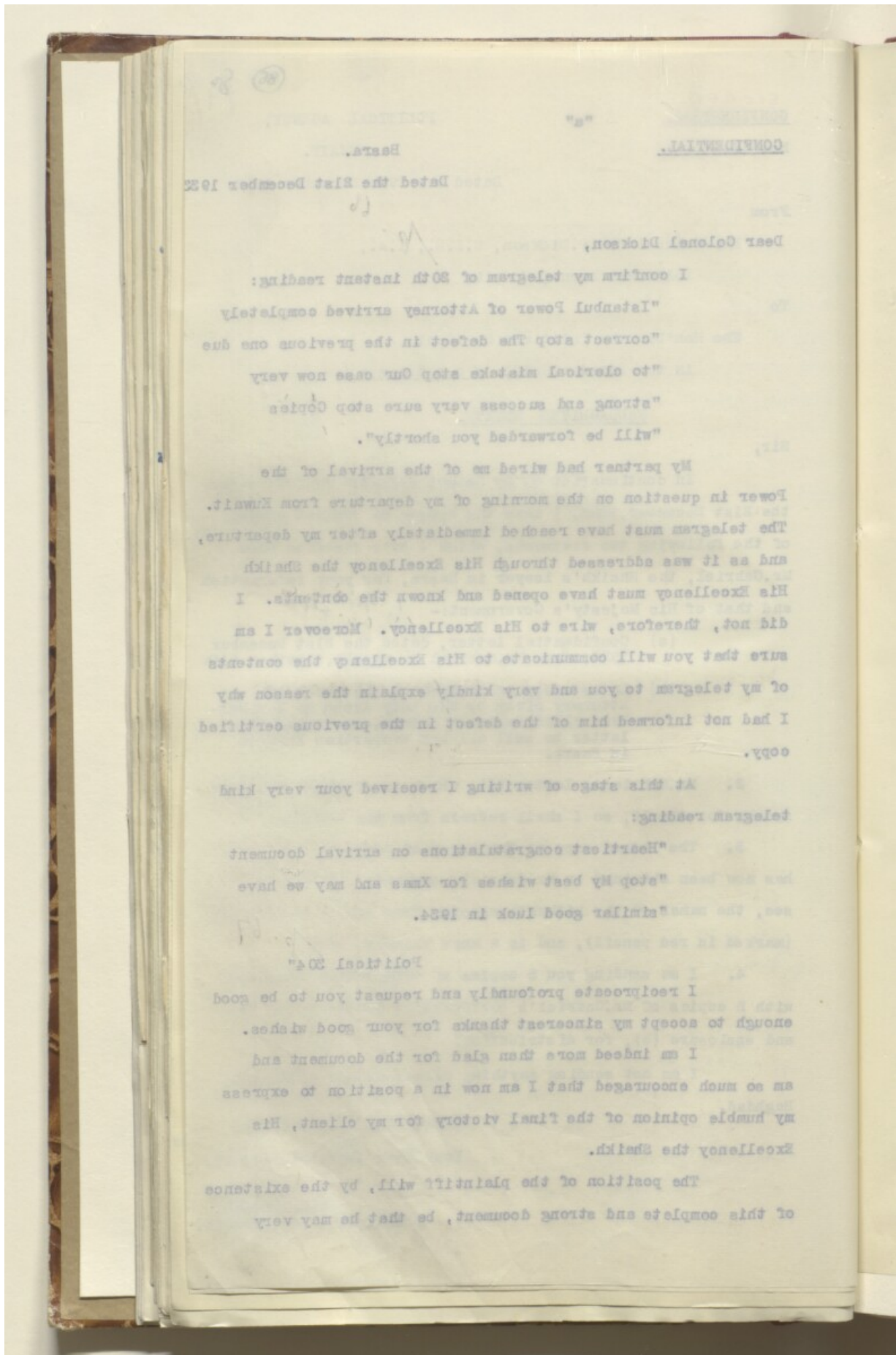
"Heartiest congratulations on arrival document
"stop My best wishes for Xmas and may we have
"similar good luck in 1934.

Political 304"

I reciprocate profoundly and request you to be good
enough to accept my sincerest thanks for your good wishes.

I am indeed more than glad for the document and
am so much encouraged that I am now in a position to express
my humble opinion of the final victory for my client, His
Excellency the Shaikh.

The position of the plaintiff will, by the existence
of this complete and strong document, be that he may very





(87) 81
- 2 -

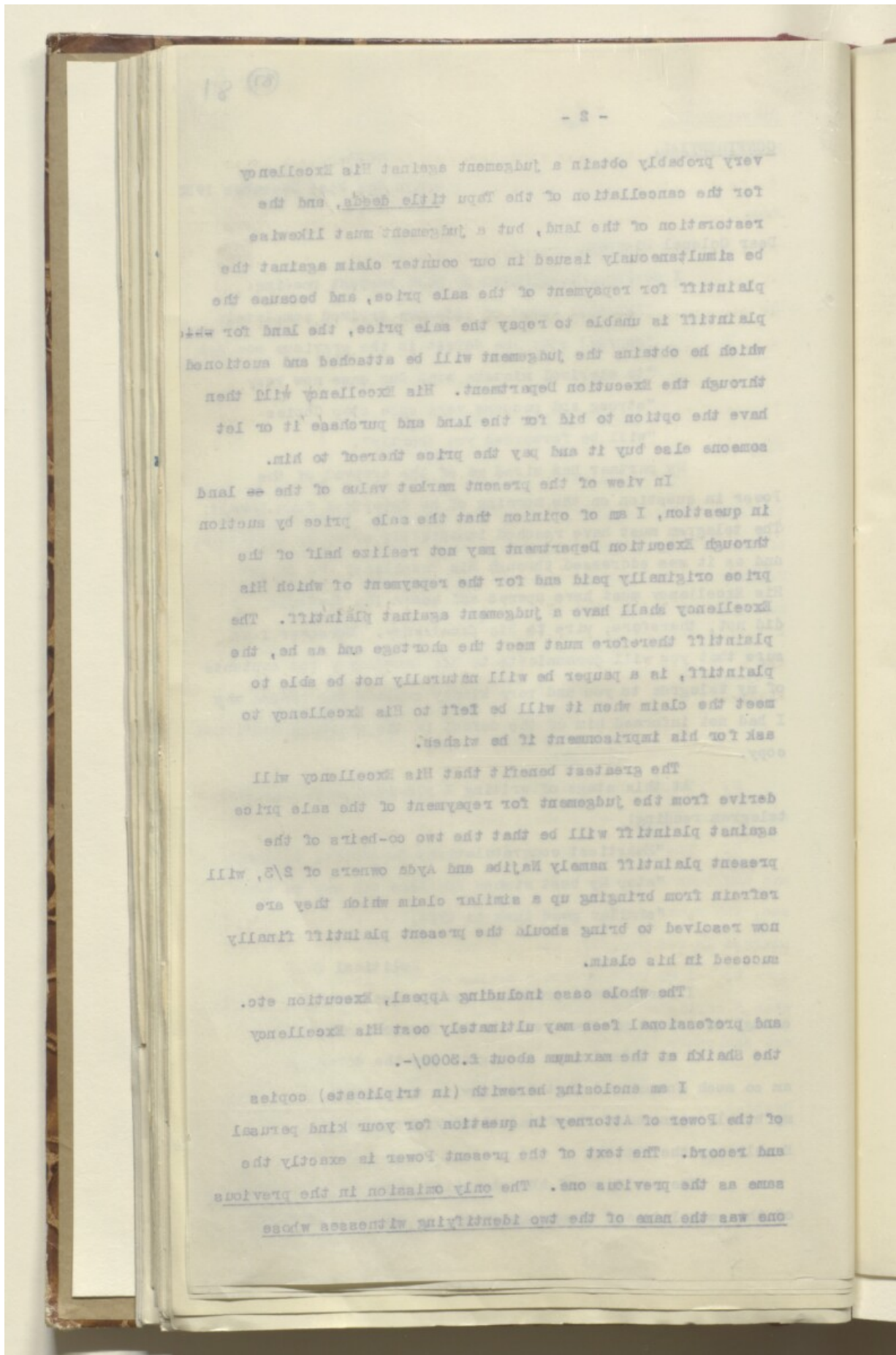
very probably obtain a judgement against His Excellency for the cancellation of the Tapu title deeds, and the restoration of the land, but a judgement must likewise be simultaneously issued in our counter claim against the plaintiff for repayment of the sale price, and because the plaintiff is unable to repay the sale price, the land for which he obtains the judgement will be attached and auctioned through the Execution Department. His Excellency will then have the option to bid for the land and purchase it or let someone else buy it and pay the price thereof to him.

In view of the present market value of the ~~ee~~ land in question, I am of opinion that the sale price by auction through Execution Department may not realize half of the price originally paid and for the repayment of which His Excellency shall have a judgement against plaintiff. The plaintiff therefore must meet the shortage and as he, the plaintiff, is a pauper he will naturally not be able to meet the claim when it will be left to His Excellency to ask for his imprisonment if he wishes.

The greatest benefit that His Excellency will derive from the judgement for repayment of the sale price against plaintiff will be that the two co-heirs of the present plaintiff namely Najiba and Ayda owners of 2/3, will refrain from bringing up a similar claim which they are now resolved to bring should the present plaintiff finally succeed in his claim.

The whole case including Appeal, Execution etc. and professional fees may ultimately cost His Excellency the Shaikh at the maximum about 2.3000/-.

I am enclosing herewith (in triplicate) copies of the Power of Attorney in question for your kind perusal and record. The text of the present Power is exactly the same as the previous one. The only omission in the previous one was the name of the two identifying witnesses whose





- 3 -

whose names having been duly inserted in the present power it is therefore quite complete. I have therefore not translated the contents. I will, when convenient, add the names of the said two witnesses to my previous translation, alter and modify the dates and numbers of the verifications of the present one and have the same retyped; when this is done I shall not fail to send you copies of same.

I am writing to His Excellency about the subject in question in confirmation of my partner's above mentioned telegram to me.

I am waiting for the promised Rs.15,000 by His Excellency for qurdah (loan) to the Fellaheen. I am writing and reminding His Excellency, should the occasion arise you may kindly remind him if you consider it advisable.

Mr.Asfar has been particularly impressed by your kindness and His Excellency's hospitality and by the climate and nice view of Kuwait generally, but I am much more so always.

With kindest regards and every good wishes,

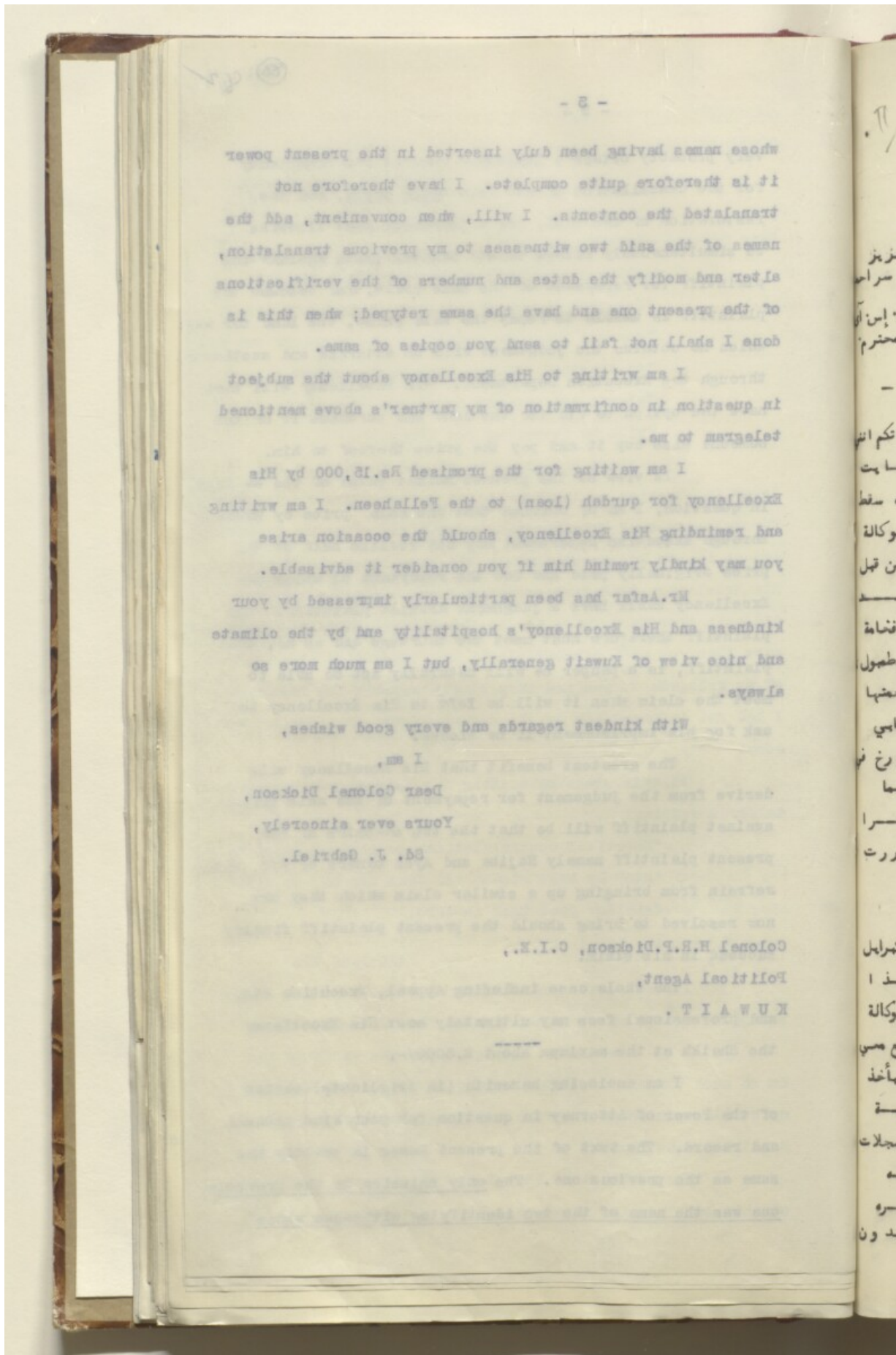
I am,

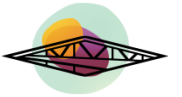
Dear Colonel Dickson,

Yours ever sincerely,

Sd. J. Gabriel.

Colonel H.R.P.Dickson, C.I.E.,
Political Agent,
K U W A I T .





الوكالة السياسية - الكويت
عدد ٣١٧ (سري)
تاريخ ١٣ رمضان ١٣٥٢

حضرة حميد الشيم المحب المميز
صاحب السعادة الشيخ سراج
الجاير الصباح
في سي. آي. آي. سي. إس. آي.
حاكم الكويت المحترم

بعد التحية ومزيد الاحترام -

ستذكرون سعادتك ان
اخبركم في يوم السبت الفسحت
٢٢ ديسمبر ١٩٣٣ شفاها انه سقط
بمنطقة كتابه من نقسل الوكالة
التركية الاصله المصطاة من قبل
عائشه خانم الى زوجها احمد
با شا الزهير ، التي ادركها فتاة
رئيس الخلع الفارسي من اصطبول
والتي ارسلت لسعادتك ترجعها
السريه - الانكليزيه ضمن كتابي
السري عدد ٢٥١ المورخ في
١٨ أكتوبر ١٩٣٣ - اسما
الشاهد من اللذين ذكرنا
بانهما كانا حاضرين لما حررت
الوكالة المذكورة .

وبما ان المستر كبراهل
محامي سعادتك . رأى ان هذا
الترك هو تركتها على قيمة الوكالة
في محكمة قانونه ، فقد تواجع مسي
وعرف وكيله في اصطبول ان يأخذ
نسخة جديدة كالمه للوكالة
الاصله مرة ثانه عن المجلات
التركية الرسمية
ومرسلها اليه في البصرة
بدون

Confidential.

No.317.

POLITICAL AGENCY,

KUWAIT.

Dated the 30th Dec., 1933.

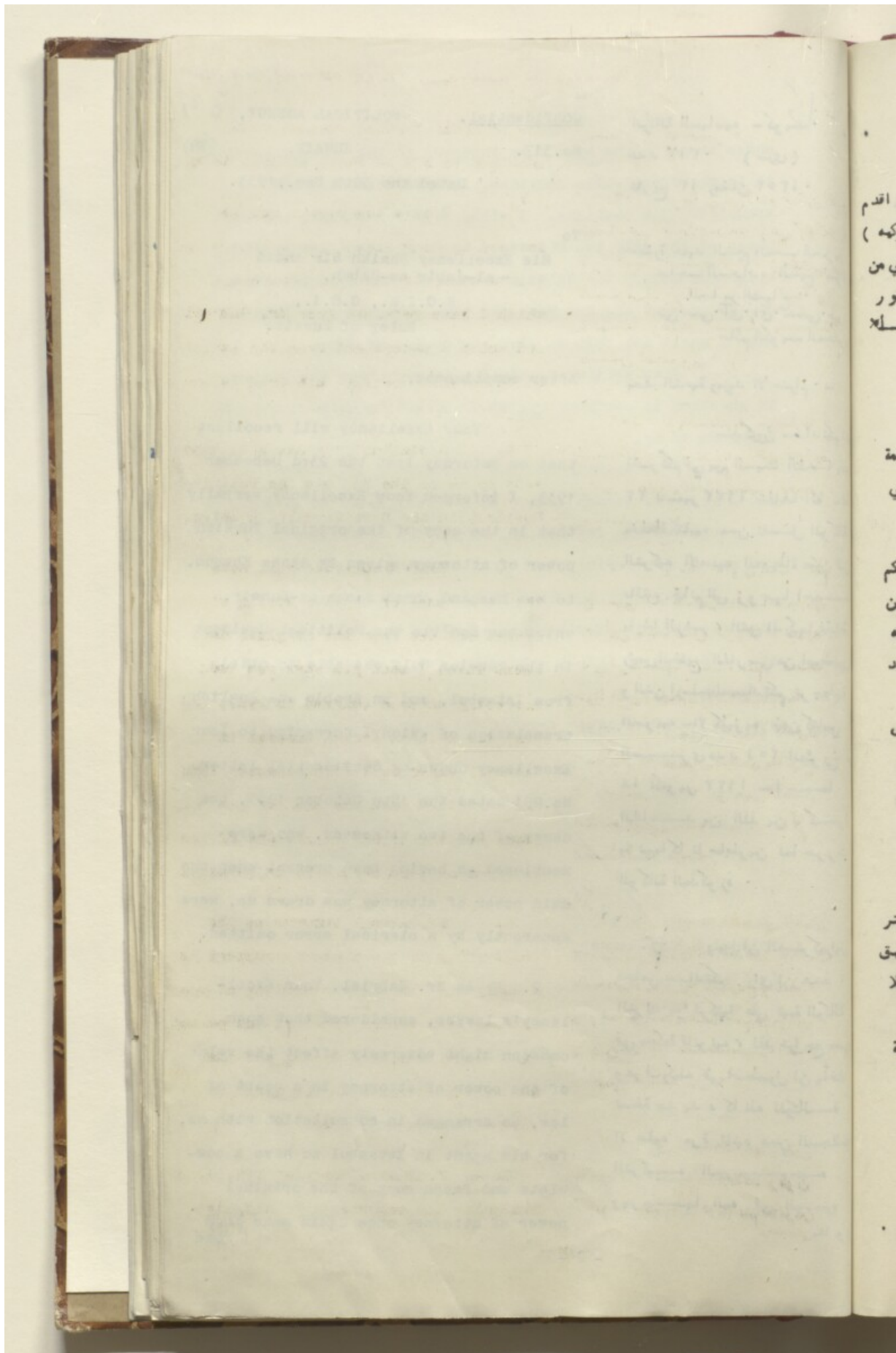
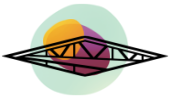
To

His Excellency Shaikh Sir Ahmad
al-Jabir as-Sabah,
K.C.I.E., C.S.I.,
Ruler of Kuwait.

After compliments,

Your Excellency will recollect
that on Saturday last the 23rd December
1933, I informed Your Excellency verbally
that in the copy of the original Turkish
power of attorney, given by Aysha Khanum,
to her husband Ahmad Pasha az-Zuhair,
which the Hon'ble the Political Resident
in the Persian Gulf was able to obtain
from Istambul, and an Arabic and English
translation of which I forwarded to Your
Excellency under my confidential letter
No.251 dated the 18th October 1933, the
names of the two witnesses, who were
mentioned as having been present when the
said power of attorney was drawn up, were
apparently by a clerical error omitted.

2. As Mr. Gabriel, Your Excel-
lency's lawyer, considered that such
omission might adversely affect the value
of the power of attorney in a court of
law, he arranged in consultation with me,
for his agent in Istambul to have a com-
plete and fresh copy of the original
power of attorney once again made from
the





- 2 -

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١. بعدون تأخير .

the official Turkish records, and sent out to him in Basra without delay.

٢. والآن لي الشرف ان اقدم لسماعتكم نسخة صحيحة (في التركية) للورقة المذكورة وصلني من المستر كبريل وقد عرفني المذكور انها وصلتته حسداً بمثل من اصطلح .

3. I have the honour now to forward to Your Excellency a true copy (in Turkish) of the said document, which I have received from Mr. Gabrell, and which I understand from the latter quite recently reached him from Istanbul.

٣. وقد ارسلت نسخة مثليها ايضا الى فخامة رئيس الخليج الفارسي في بوشهر .

4. A similar copy has also been sent by me to the Hon'ble the Political Resident in the Persian Gulf, Bushire.

٤. وستلاحظون سعادتك ان اسمي الشاهد بين المسلمين اللذين سقطا من الورقة الاصلية التي ارسلتها لسماعتكم ، قد دونا الآن بضبط (وقد اشرعتهما بالاحمر) ، وان الفصل الانكليزي المام في اصطلح صادق بما ربح ١١ ديسمبر ١٩٣٣ ان مبر القسم القسا نوني لصدائرة حاكم القسطنطينية صحيح .

5. Your Excellency will note that the names of the two Muslim witnesses omitted from the original document which I sent you have now been correctly entered (marked in red), and that the British Consul General in Istanbul under date 11th December 1933, has certified that the seal of the legal section of the department of the Governor of Constantinople is genuine.

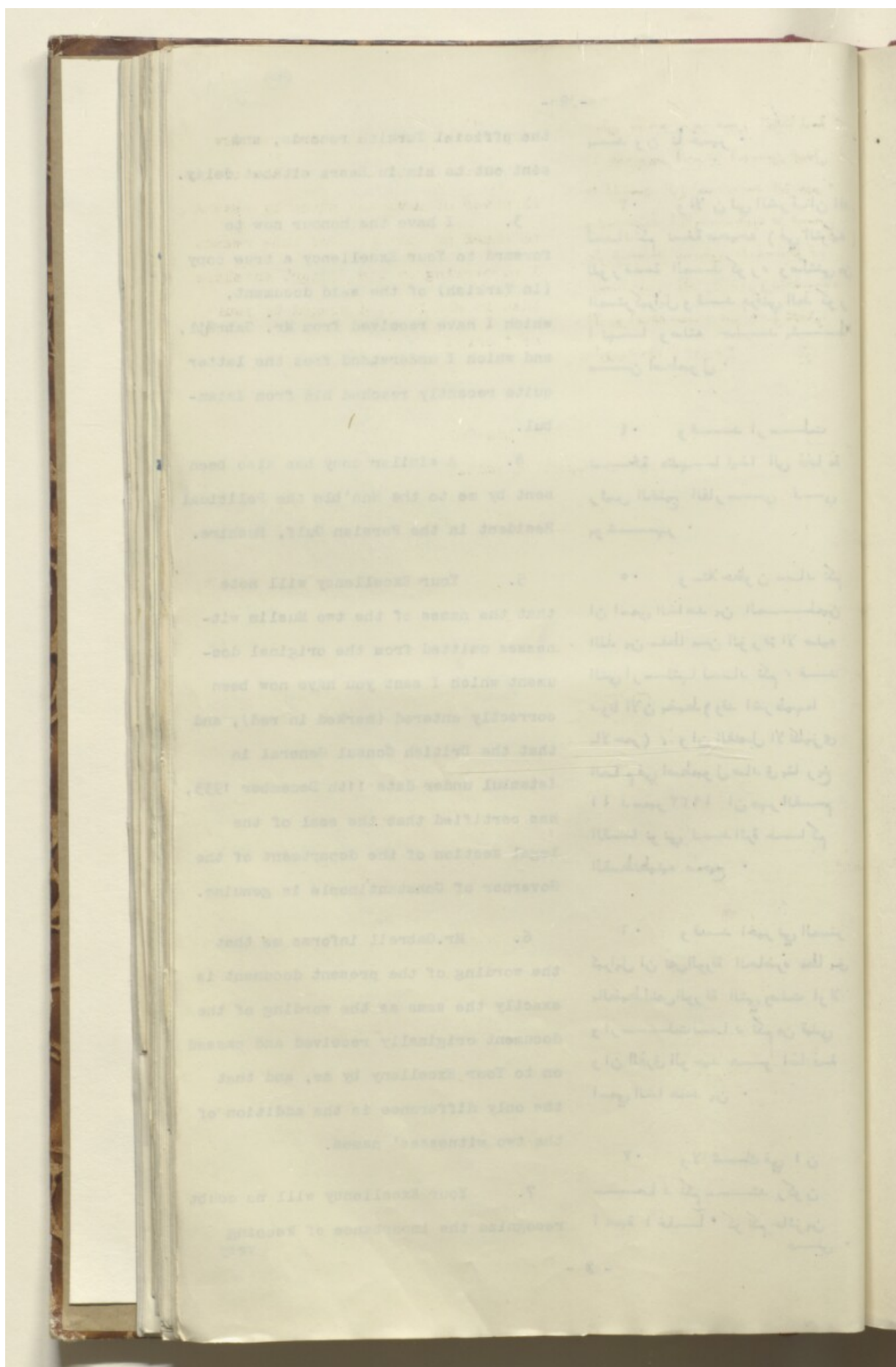
٥. وقد اخبرني المستر كبريل ان نص الورقة الحاضرة مطابق بالضبط لنص الورقة التي وصلت اولاً وارسلت لسماعتكم من قبلتي وان الفرق الوحيد هو اضافة اسمي الشاهد بين .

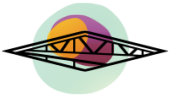
6. Mr. Gabrell informs me that the wording of the present document is exactly the same as the wording of the document originally received and passed on to Your Excellency by me, and that the only difference is the addition of the two witnesses' names.

٦. ولا شك في ان سعادتكم مستند ركون اهمية اخفياً كونه حائزين على .

7. Your Excellency will no doubt recognize the importance of keeping very

- 3 -





- 3 -

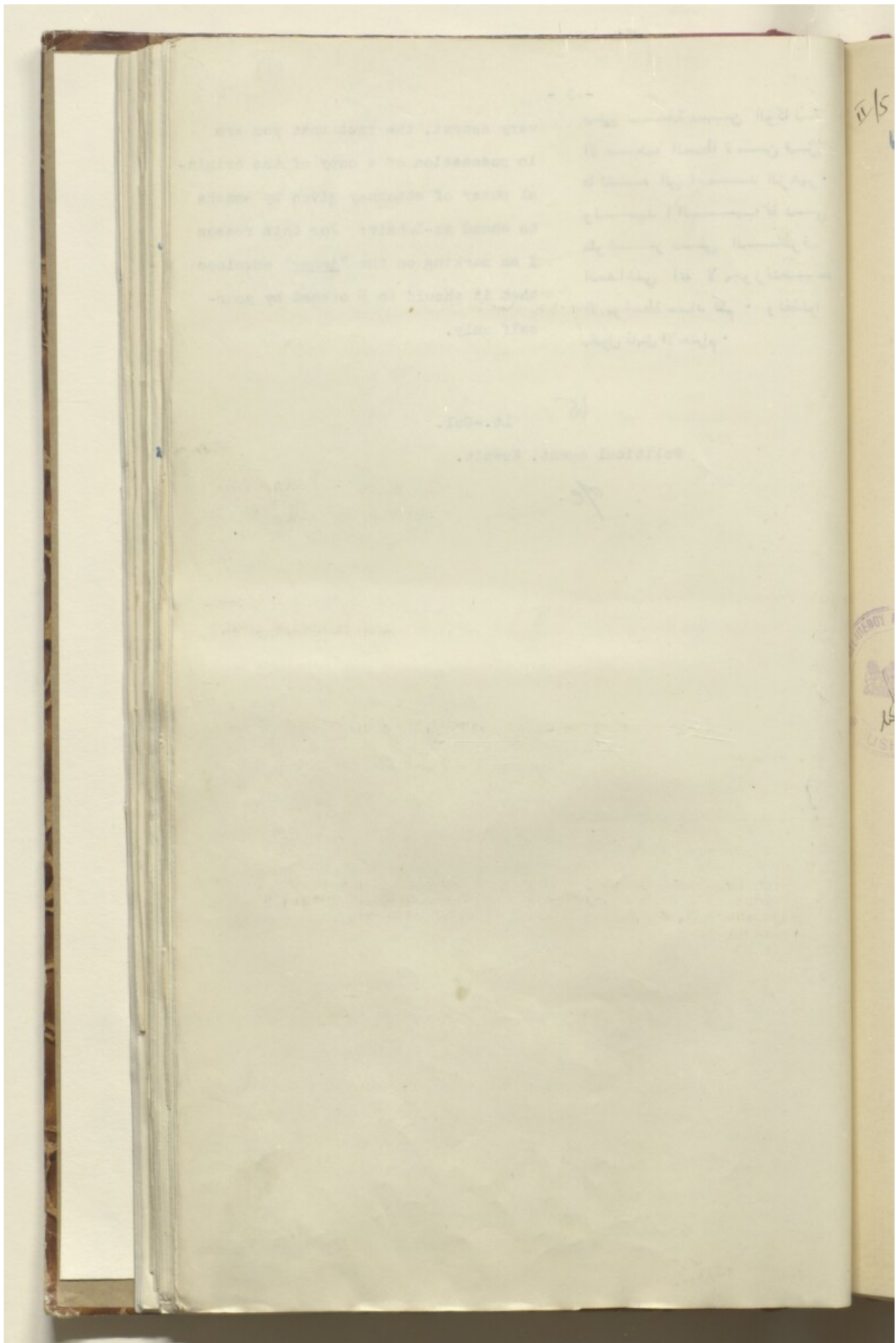
على نسخة من الوكالة
الاصليه المطبوعة من قبل
عائشه الى احمد الزهير.
وليس هذا السبب فاني
مؤشّر على الظرف
الداخلي انه لا يجوز فتحه
الا بواسطة سعادكم * ونفضلوا
بمبول فايق الاحترام *

91 85
very secret, the fact that you are
in possession of a copy of the origin-
al power of attorney given by Awasha
to Ahmad az-Zuhair: For this reason
I am marking on the "inner" envelope
that it should be opened by your-
self only.

ك
Lt.-Col.

Political Agent, Kuwait.

o/c.





CONFIDENTIAL.

86②

11/5
15
27.12.33

No. 1949-S of 1933. R.I.No. 749
of 30.12.33.

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. The Foreign Secretary to the Government of India, New Delhi.
2. His Majesty's Secretary of State for India, London.

and has the honour to transmit to him a copy of the undermentioned document (9)

British Consulate-General,
BUSHIRE.

p-38
Dated 20th December 1933.

Reference to previous correspondence:

Residency Printed Letter No.1770-S of 25th October 1933.

Description of Enclosure.

Name and Date.	Subject.
Letter No.1948-S dated the 20th December 1933 to His Majesty's Ambassador Bagdad, with enclosure.	Agrarian troubles on the Shaikh of Kuwait's Fao Estates.

Copy, with copy of enclosure, forwarded, with compliments, to the Political Agent, Kuwait, for information. ✓

File
15



CONFIDENTIAL

No. 12442 of 1913. R.I. No. 147
25.12.35

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. The Foreign Secretary to the Government of India, New Delhi.
2. His Majesty's Secretary of State for India, London.

and has the honour to transmit to him a copy of the undated document above mentioned.

British Consulate-General,
BUSHIRE.
Dated 20th December 1913.

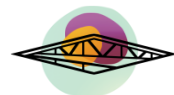
Reference to previous correspondence.

Residence of Resident.

Residence of Resident.

Name and Date	Subject
Letter No. 12442 dated the 20th December 1913 to His Majesty's Ambassador at Bushire, with enclosure.	Letter No. 12442 dated the 20th December 1913 to His Majesty's Ambassador at Bushire, with enclosure.

Copy, with copy of enclosure, forwarded, with comments, to the Political Agent, Bushire, for information.



Confidential.

No. 1948-B of 1933.

British Residency & Consulate-General,

Bushire, 20th December, 1933.

From - The Hon'ble Lieut.-Colonel T.G. Fowle, C.B.E.,
Political Resident in the Persian Gulf,

To - His Majesty's Ambassador,

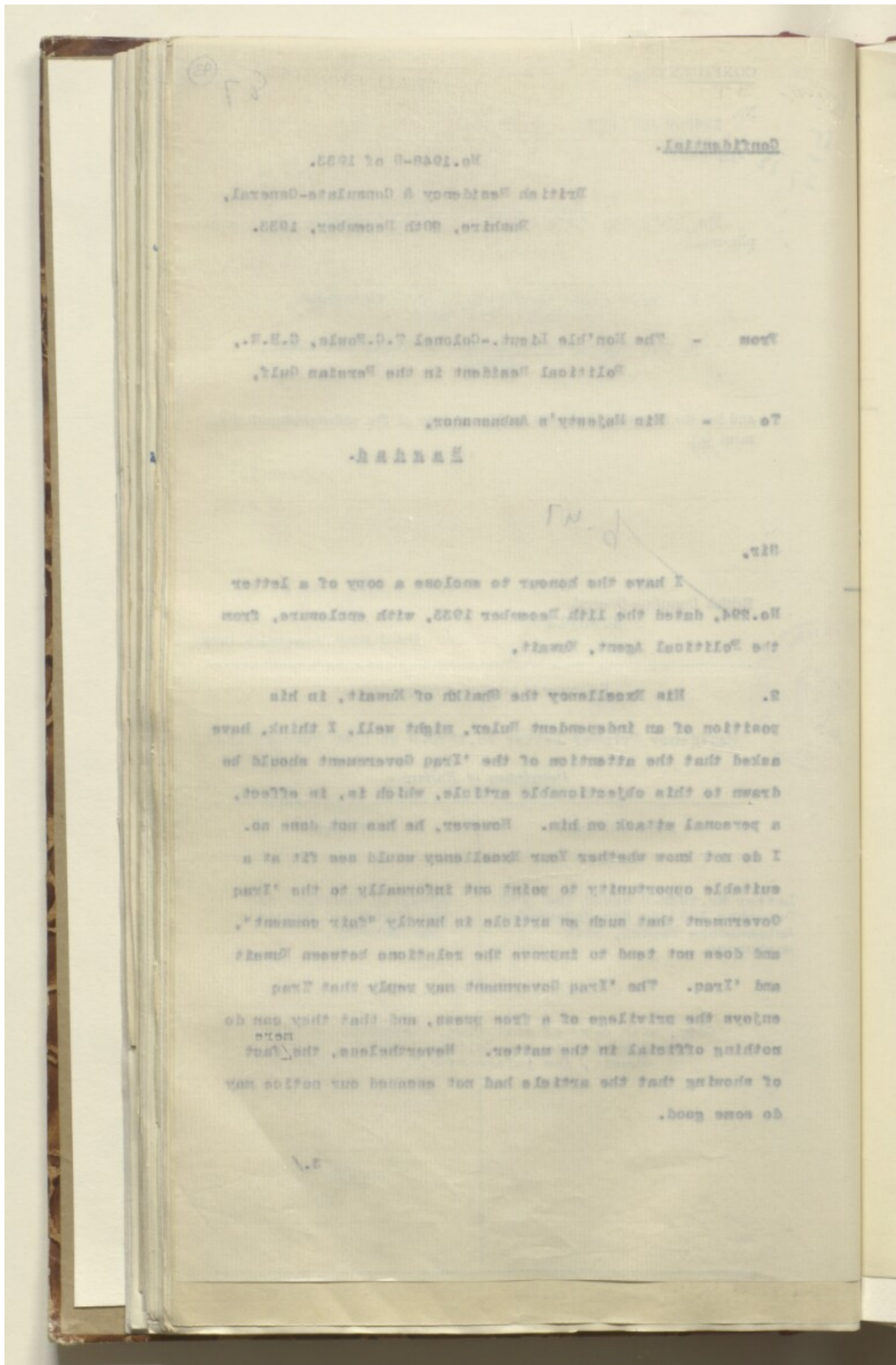
B a g d a d.

Sir,

I have the honour to enclose a copy of a letter No. 294, dated the 11th December 1933, with enclosure, from the Political Agent, Kuwait.

2. His Excellency the Shaikh of Kuwait, in his position of an independent Ruler, might well, I think, have asked that the attention of the 'Iraq Government should be drawn to this objectionable article, which is, in effect, a personal attack on him. However, he has not done so. I do not know whether Your Excellency would see fit at a suitable opportunity to point out informally to the 'Iraq Government that such an article is hardly "fair comment", and does not tend to improve the relations between Kuwait and 'Iraq. The 'Iraq Government may reply that Iraq enjoys the privilege of a free press, and that they can do nothing official in the matter. Nevertheless, the ^{mere} fact of showing that the article had not escaped our notice may do some good.

3./





88 (94)
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3. I am sending a copy of this letter to the Government
of India and to His Majesty's Secretary of State for India.

I have the honour to be,

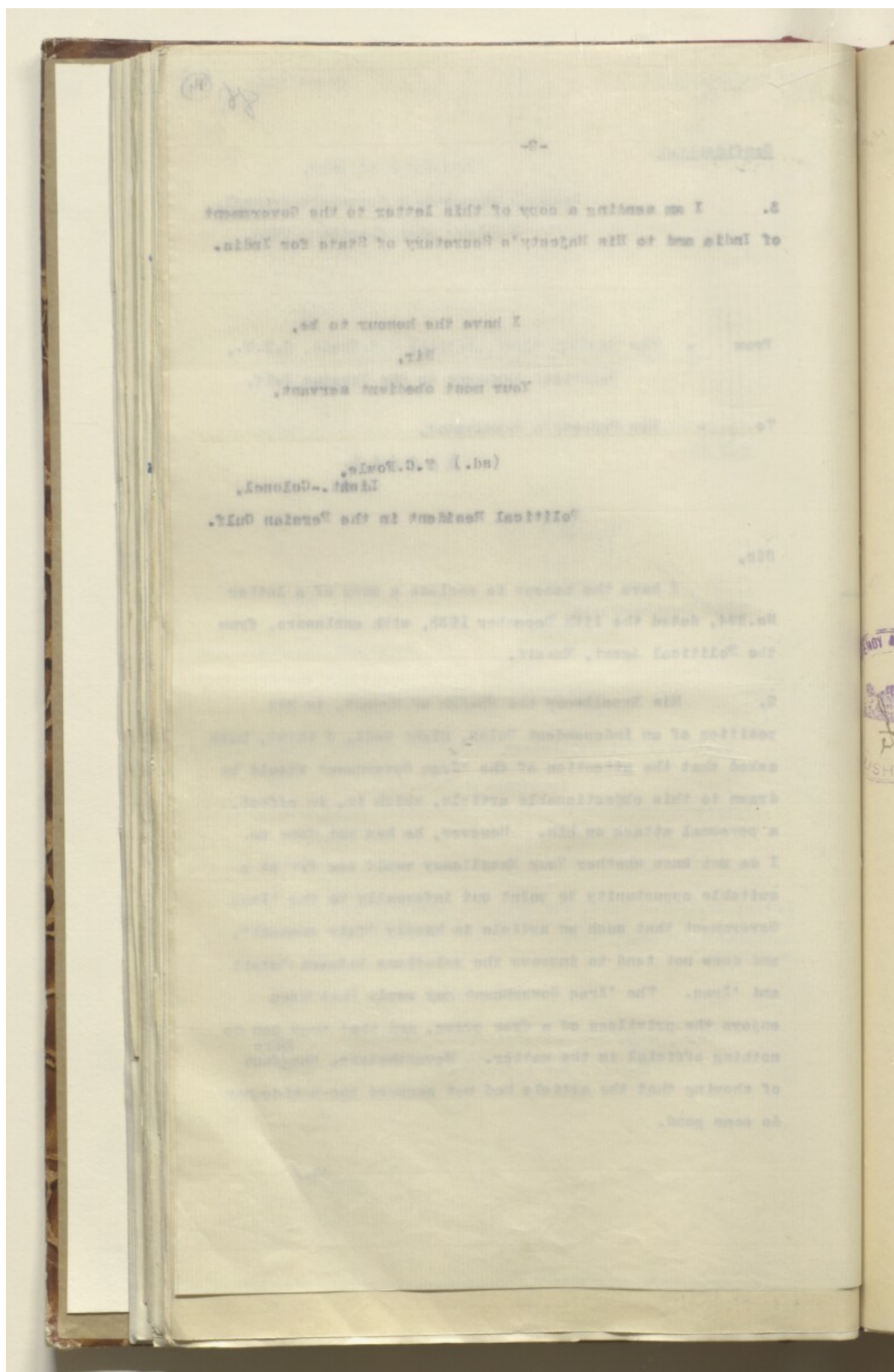
Sir,

Your most obedient servant,

(sd.) T.C.Fowle,

Lieut.-Colonel,

Political Resident in the Persian Gulf.





CONFIDENTIAL.

17/5 No. 1996-B of 1933. R. I. No. 9
9.1.34

89 15

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Ambassador, Baghdad.
2. The Foreign Secretary to the Government of India, New Delhi.
3. His Majesty's Secretary of State for India, London.

and has the honour to transmit to him a copy of the undermentioned document (s):

British Consulate-General,
BUSHIRE.

Dated 20th December 1933.

Reference to previous correspondence:

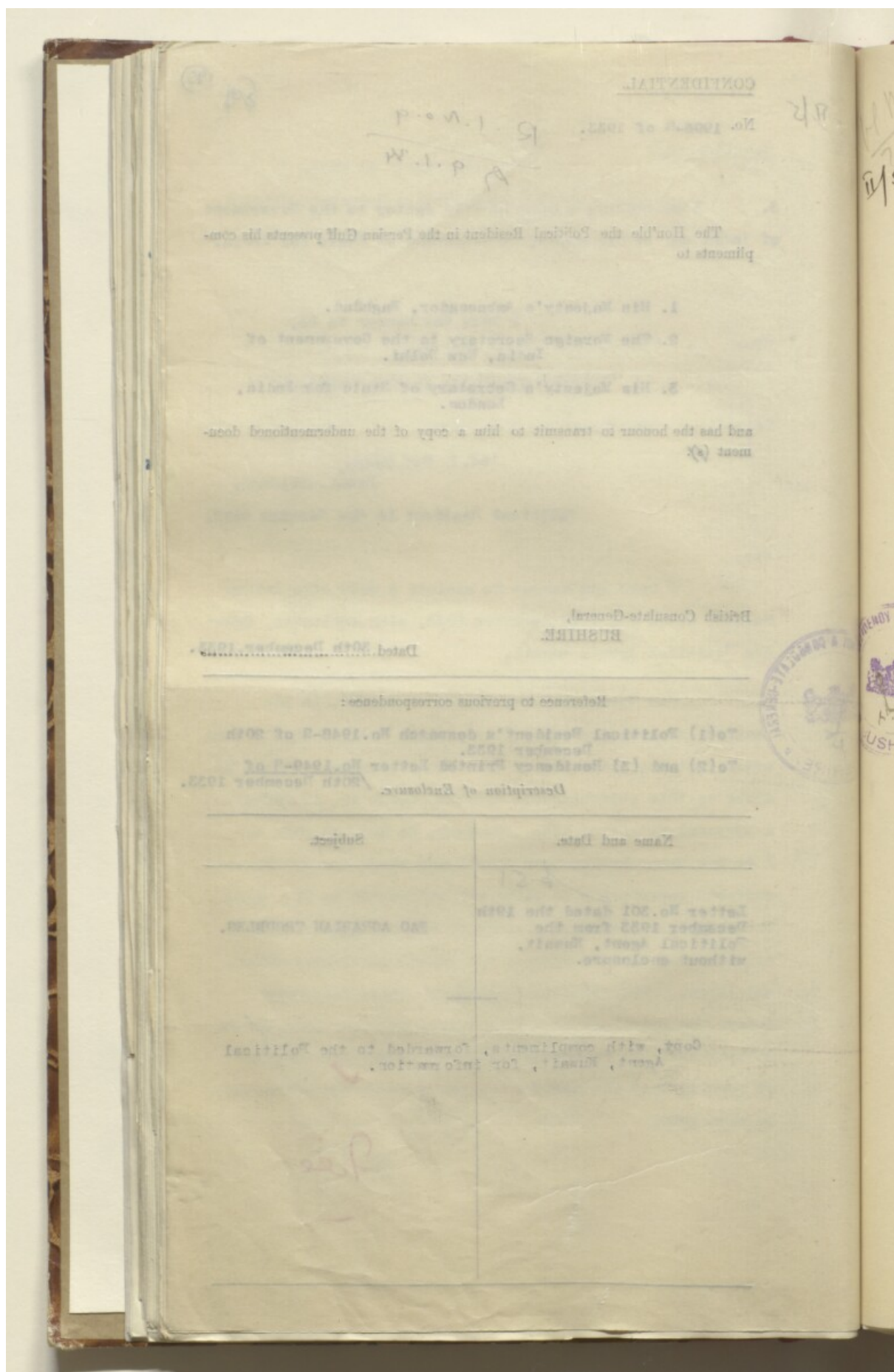
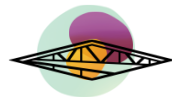
To (1) Political Resident's despatch No. 1948-B of 20th December 1933.
To (2) and (3) Residency Printed Letter No. 1949-1 of 20th December 1933.

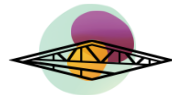
Description of Enclosure.

Name and Date.	Subject.
Letter No. 301 dated the 19th December 1933 from the Political Agent, Kuwait, without enclosure.	RAO AGRIANIAN TROUBLES.

Copy, with compliments, forwarded to the Political Agent, Kuwait, for information. ✓

Free





CONFIDENTIAL.

No. 1997-S of 1933. R.I. No. 10
9.1.34

90

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Ambassador, Baghdad.
2. The Foreign Secretary to the Government of India, New Delhi.
3. His Majesty's Secretary of State for India, London.

and has the honour to transmit to him a copy of the undermentioned document (s),

British Consulate-General,
BUSHIRE.

Dated... 30th December 1933.

Reference to previous correspondence :

Description of Enclosure.

Name and Date.	Subject.
Letter No. 302 dated the 19th December 1933 from the Political Agent, Kuwait.	PADDACHYSHI SUIT.

Copy, with compliments, forwarded to the Political Agent, Kuwait, for information. ✓

File
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CONFIDENTIAL

No. 197-5 of 1933. 9.1.10.10
A.1.10.10

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The Honble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Government, Baghdad.
2. The British Consulate-General, Bushire.
3. The British Consulate-General, Basra.
4. The British Consulate-General, Fao.
5. The British Consulate-General, Kuwait.
6. The British Consulate-General, Muscat.
7. The British Consulate-General, Zanzibar.

and has the honour to transmit to him a copy of the aforementioned document.

British Consulate-General
BUSHIRE

Date: 10/1/1933

Reference to previous correspondence:

Description of Evidence:

Name and Date	Subject
Letter No. 107 dated the 10th December 1932 from the Political Agent, Bushire.	SHAIKH'S DATE GARDENS

Copy, with comments, forwarded to the Political Agent, Kuwait, for information.

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9.1.34
E/5

CONFIDENTIAL.

No. C/5 of 1934.

R.I. No. 15
9.1.34.

91 (7)

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

The Political Agent,
Kuwait,

and has the honour to transmit to him a copy of the undermentioned document for information.

Office of the Political Resident
in the Persian Gulf,
~~British Consulate General~~ Camp, Kuwait.

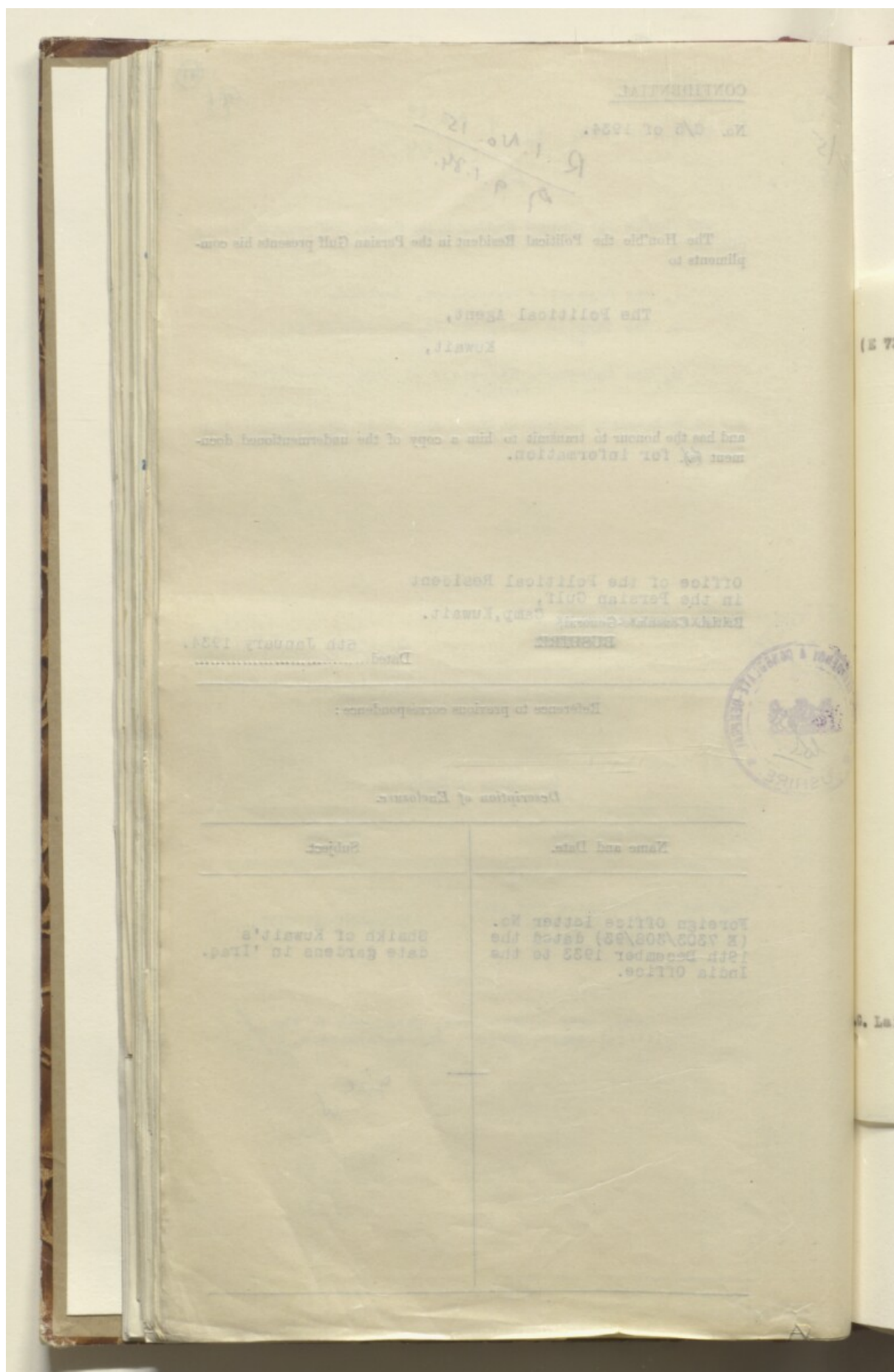
~~RUSSELL~~ 6th January 1934.
Dated.....

Reference to previous correspondence :

Description of Enclosure.

Name and Date.	Subject.
Foreign Office letter No. (E 7303/308/93) dated the 19th December 1933 to the India Office.	Shaikh of Kuwait's date gardens in 'Iraq.
	File w

BRITISH LEGATION & CONSULATE GENERAL
LONDON
USHIRE.





(E 7303/308/93)

P.Z.
8172
1933

FOREIGN OFFICE, S.W.I.

19th December, 1933.

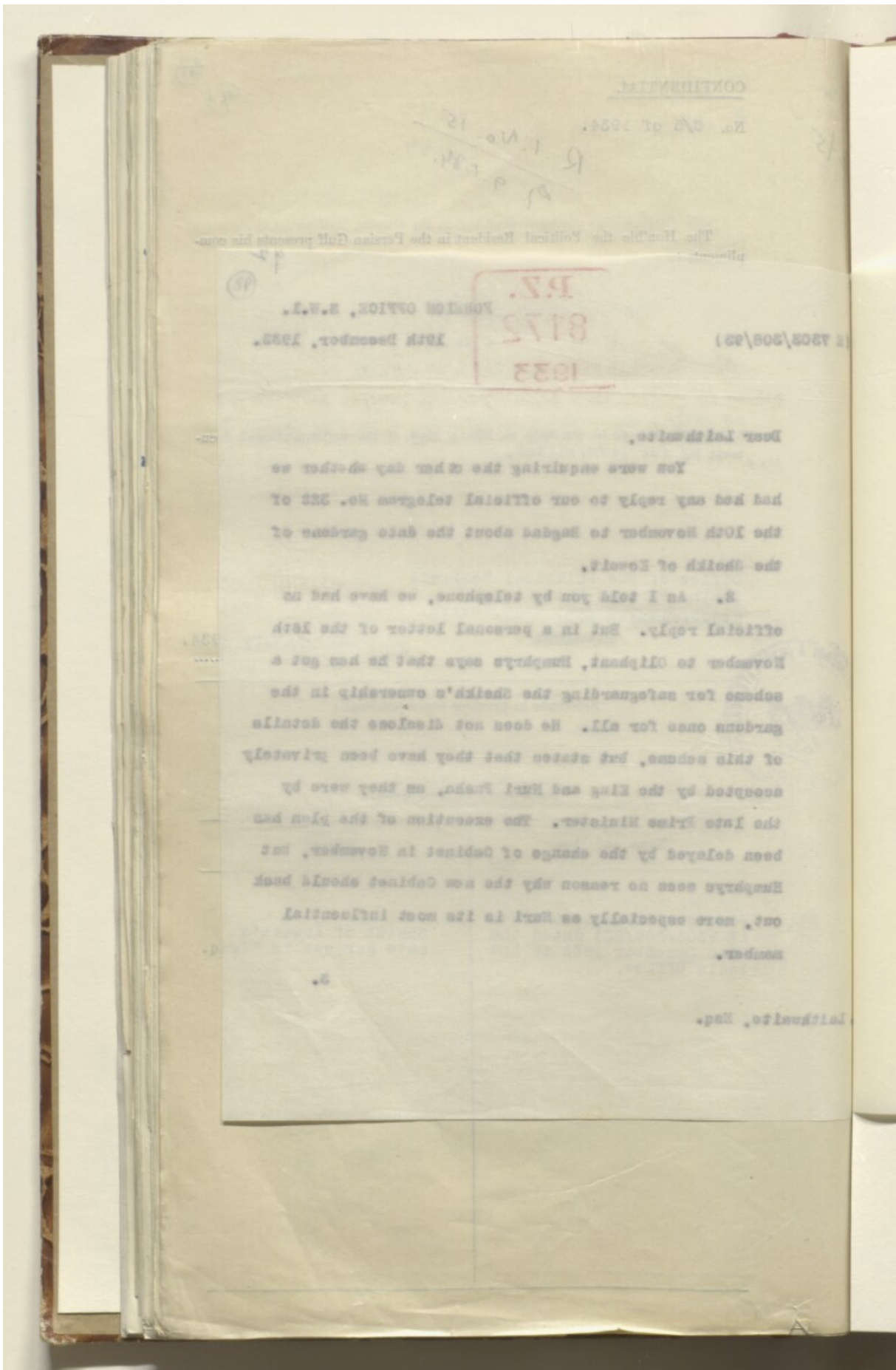
Dear Laithwaite,

You were enquiring the other day whether we had had any reply to our official telegram No. 322 of the 10th November to Bagdad about the date gardens of the Sheikh of Koweit.

2. As I told you by telephone, we have had no official reply. But in a personal letter of the 16th November to Oliphant, Humphrys says that he has got a scheme for safeguarding the Sheikh's ownership in the gardens once for all. He does not disclose the details of this scheme, but states that they have been privately accepted by the King and Nuri Pasha, as they were by the late Prime Minister. The execution of the plan has been delayed by the change of Cabinet in November, but Humphrys sees no reason why the new Cabinet should back out, more especially as Nuri is its most influential member.

3.

S. Laithwaite, Esq.





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(99)

3. Humphrys adds that there is nothing to be gained by sending us a despatch on the present position of the matter, since at the date of his letter it stood outwardly precisely as it did some months ago, i.e. the law-suit still pending but the hearing held up. Behind the scenes, however, he is trying to arrange for the Sheikh's title to be made unavailable.

4. I am sending a copy of this letter to Woods at the Treasury.

Yours sincerely
(Ed) A. K. Helm





6/5

CONFIDENTIAL.

No. C/83 of 1934.

RV. 252
30.3.34

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94

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23.3.34

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

The Political Agent,
Kuwait,

and has the honour to transmit to him a copy of the undermentioned document (s). for information.

Office of the Political Resident
in the Persian Gulf,
Camp, Bahrain.

British Consulate General
~~BEHRAIN~~

Dated...18th March 1934...

Reference to previous correspondence:

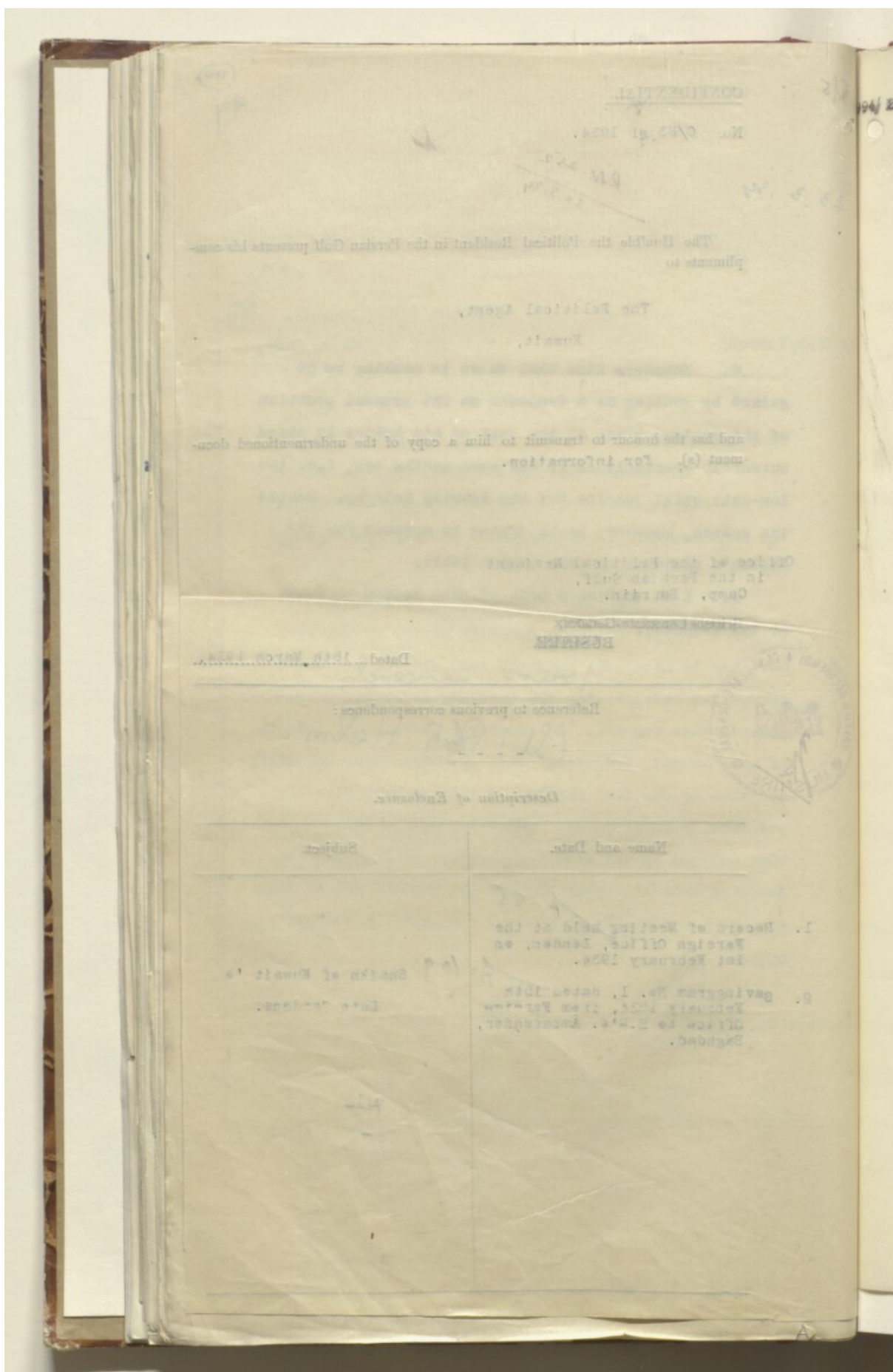
Description of Enclosure.

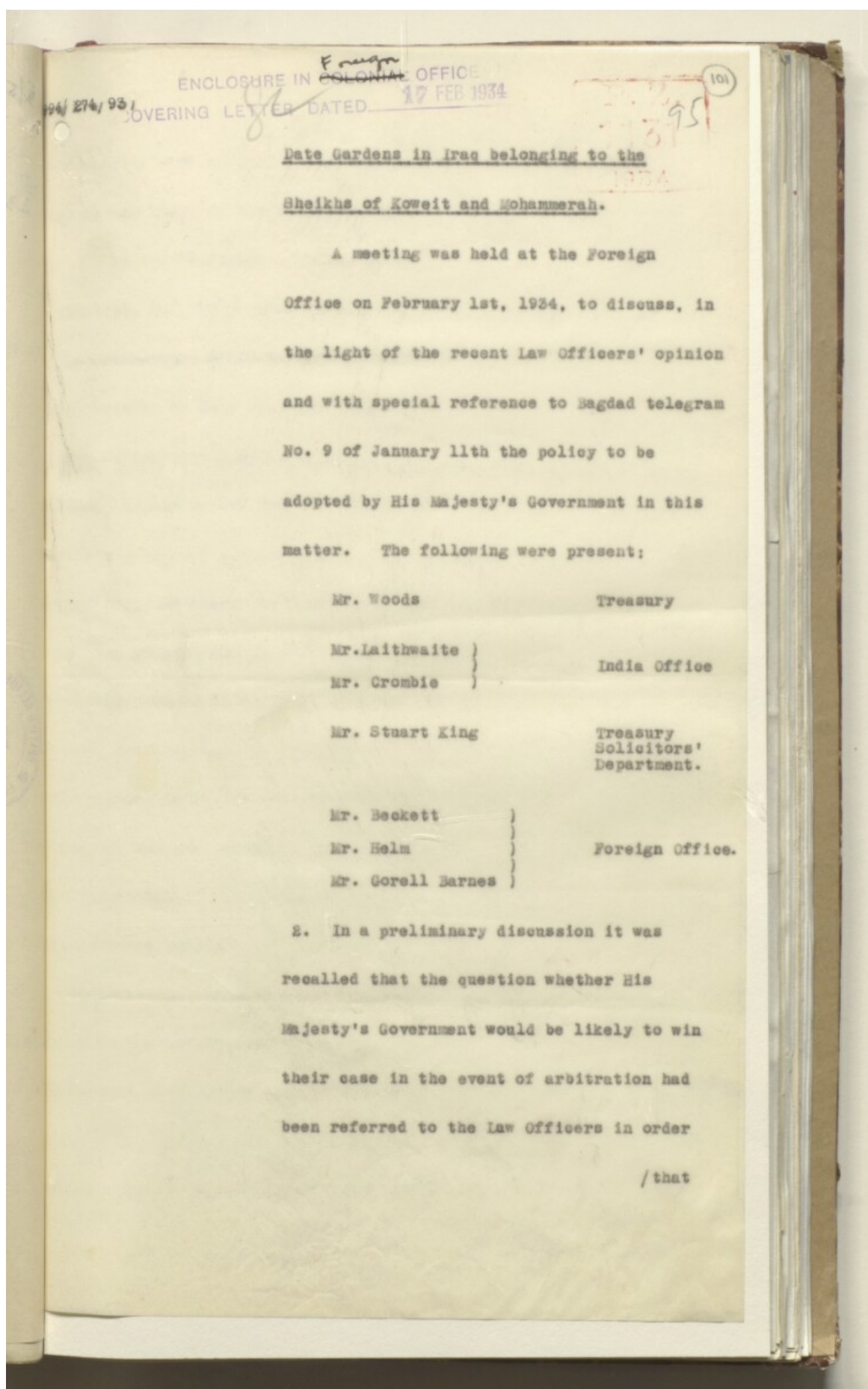
Name and Date.	Subject.
1. Record of Meeting held at the Foreign Office, London, on 1st February 1934.	
2. Telegram No. 1, dated 15th February 1934, from Foreign Office to H.M.'s. Ambassador, Baghdad.	Shaikh of Kuwait's Date Gardens.

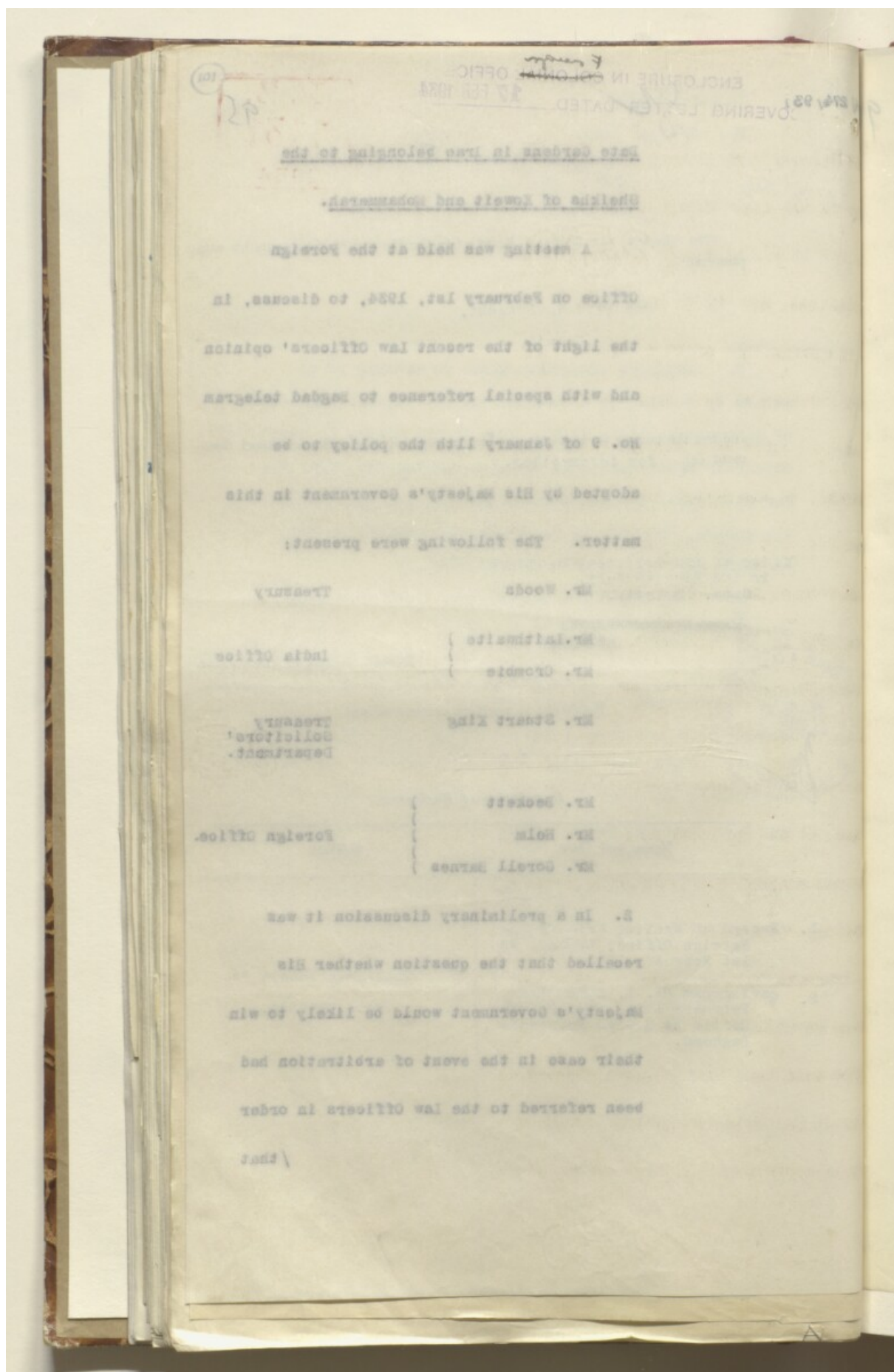
p. 95

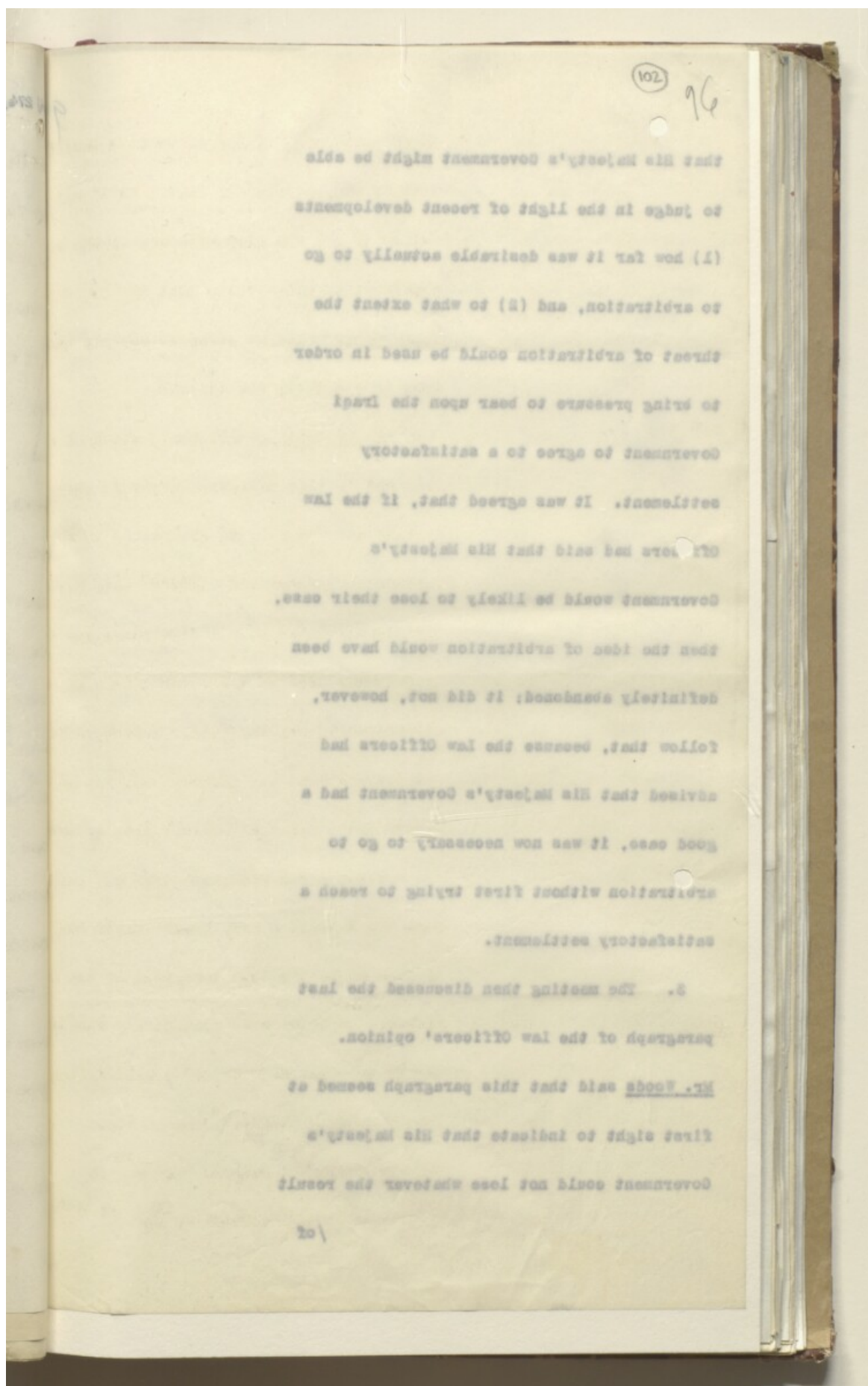
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File











that His Majesty's Government might be able to judge in the light of recent developments (1) how far it was desirable actually to go to arbitration, and (2) to what extent the threat of arbitration could be used in order to bring pressure to bear upon the Iraqi Government to agree to a satisfactory settlement. It was agreed that, if the Law Officers had said that His Majesty's Government would be likely to lose their case, then the idea of arbitration would have been definitely abandoned; it did not, however, follow that, because the Law Officers had advised that His Majesty's Government had a good case, it was now necessary to go to arbitration without first trying to reach a satisfactory settlement.

5. The meeting then discussed the last paragraph of the Law Officers' opinion.

Mr. Woods said that this paragraph seemed at first sight to indicate that His Majesty's Government could not lose whatever the result

/of



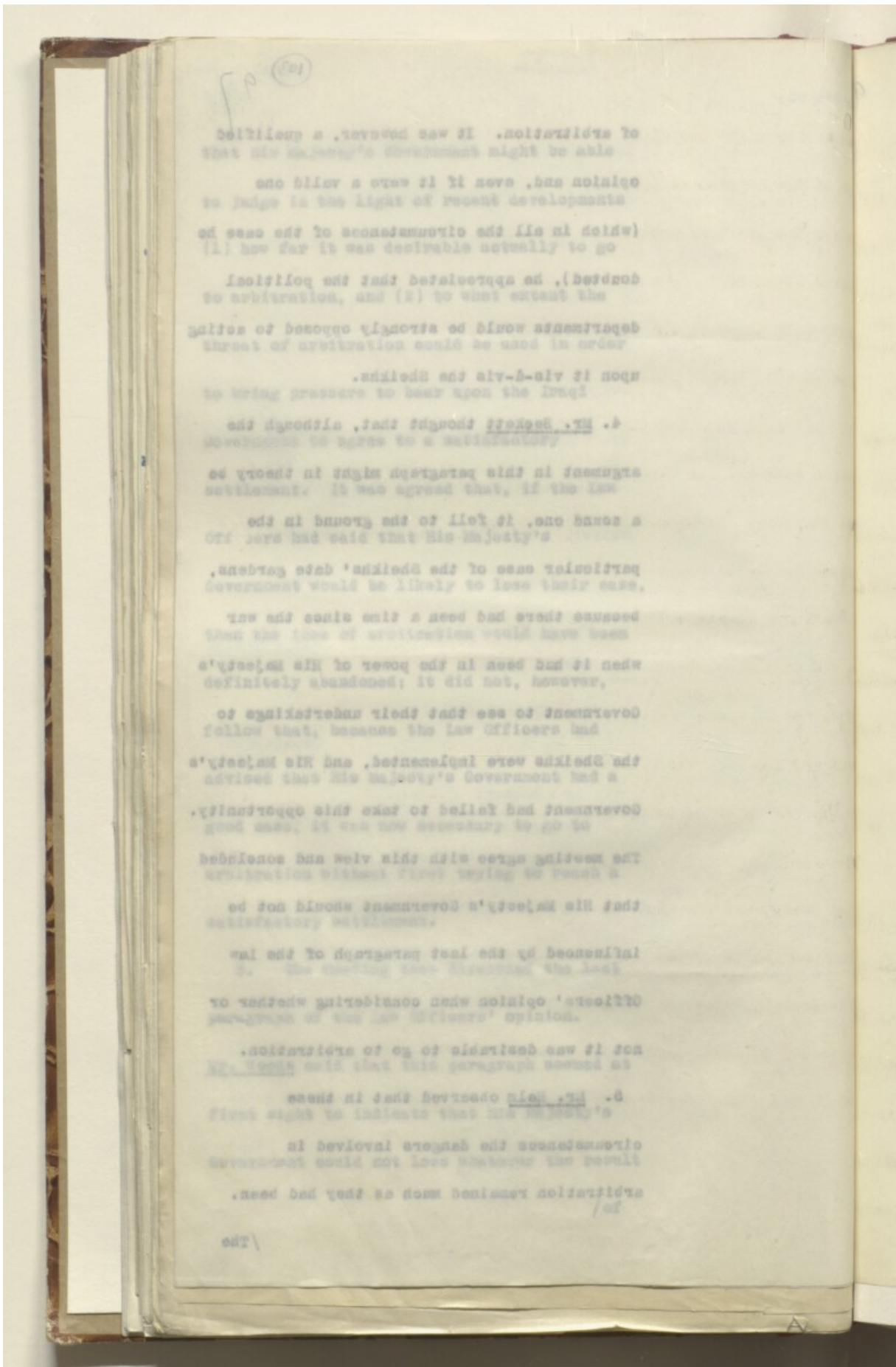
(103) 97

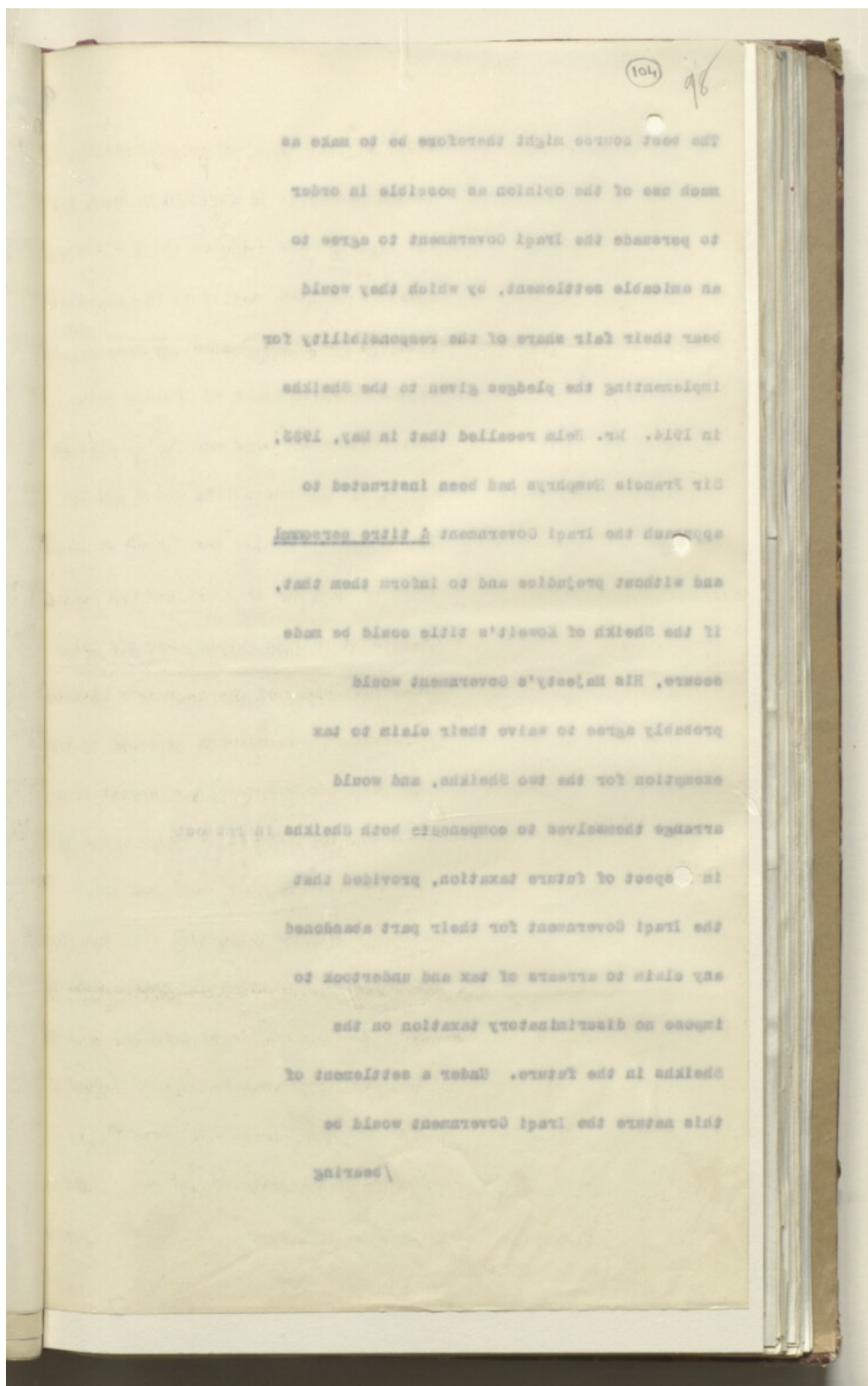
of arbitration. It was however, a qualified opinion and, even if it were a valid one (which in all the circumstances of the case he doubted), he appreciated that the political departments would be strongly opposed to acting upon it vis-à-vis the Sheikhs.

4. Mr. Beckett thought that, although the argument in this paragraph might in theory be a sound one, it fell to the ground in the particular case of the Sheikhs' date gardens, because there had been a time since the war when it had been in the power of His Majesty's Government to see that their undertakings to the Sheikhs were implemented, and His Majesty's Government had failed to take this opportunity. The meeting agree with this view and concluded that His Majesty's Government should not be influenced by the last paragraph of the Law Officers' opinion when considering whether or not it was desirable to go to arbitration.

5. Mr. Helm observed that in these circumstances the dangers involved in arbitration remained much as they had been.

/The







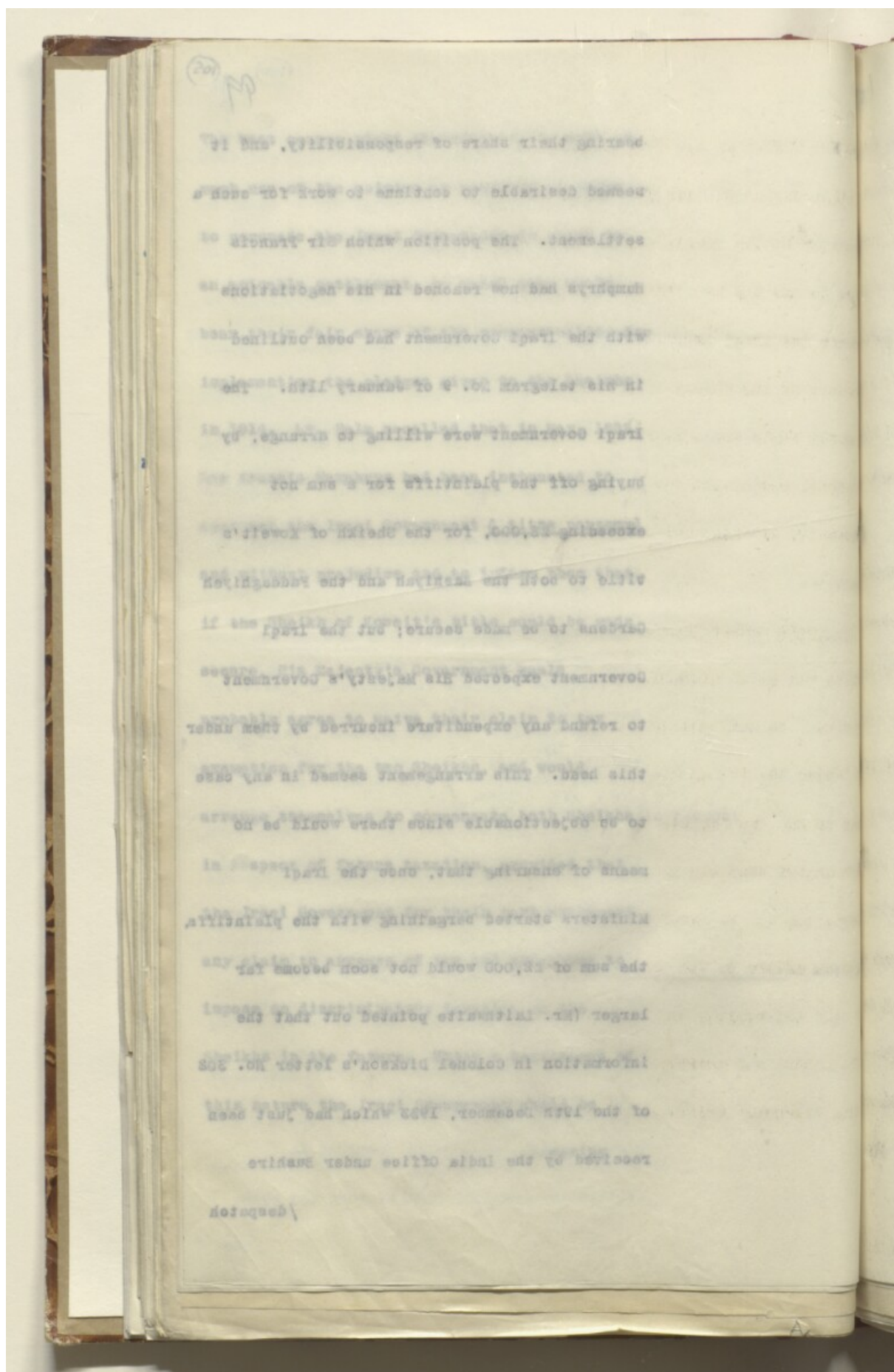
The best course might therefore be to make as much use of the opinion as possible in order to persuade the Iraqi Government to agree to an amicable settlement, by which they would bear their fair share of the responsibility for implementing the pledges given to the Sheikhs in 1914. Mr. Helm recalled that in May, 1933, Sir Francis Humphrys had been instructed to approach the Iraqi Government à titre personnel and without prejudice and to inform them that, if the Sheikh of Koweit's title could be made secure, His Majesty's Government would probably agree to waive their claim to tax exemption for the two Sheikhs, and would arrange themselves to compensate both Sheikhs in respect of future taxation, provided that the Iraqi Government for their part abandoned any claim to arrears of tax and undertook to impose no discriminatory taxation on the Sheikhs in the future. Under a settlement of this nature the Iraqi Government would be

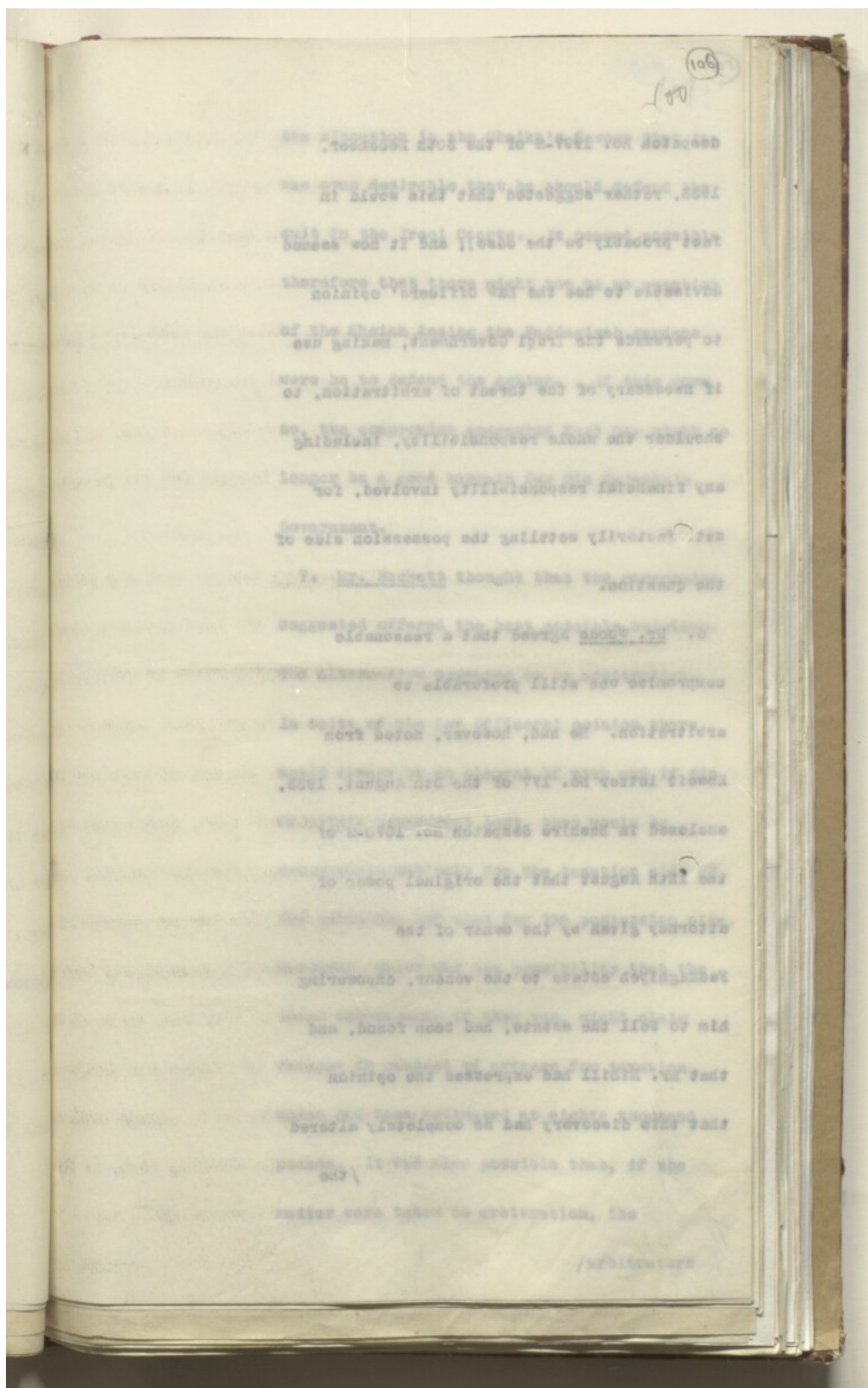
/bearing



99 (105)
bearing their share of responsibility, and it seemed desirable to continue to work for such a settlement. The position which Sir Francis Humphrys had now reached in his negotiations with the Iraqi Government had been outlined in his telegram No. 9 of January 11th. The Iraqi Government were willing to arrange, by buying off the plaintiffs for a sum not exceeding 22,000, for the Sheikh of Koweit's title to both the Bashiya and the Faddaghiyah Gardens to be made secure; but the Iraqi Government expected His Majesty's Government to refund any expenditure incurred by them under this head. This arrangement seemed in any case to be objectionable since there would be no means of ensuring that, once the Iraqi Ministers started bargaining with the plaintiffs, the sum of 22,000 would not soon become far larger (Mr. Laithwaite pointed out that the information in Colonel Dickson's letter No. 302 of the 19th December, 1933 which had just been received by the India Office under Bushire

/despatch







despatch No. 1997-S of the 30th December, 1933, rather suggested that this would in fact probably be the case); and it now seemed advisable to use the Law Officers' opinion to persuade the Iraqi Government, making use if necessary of the threat of arbitration, to shoulder the whole responsibility, including any financial responsibility involved, for satisfactorily settling the possession side of the question.

6. Mr. Woods agreed that a reasonable compromise was still preferable to arbitration. He had, however, noted from Koweit letter No. 177 of the 5th August, 1933, enclosed in Bushire despatch No. 1070-S of the 12th August that the original power of attorney given by the owner of the Faddaghiyeh estate to the vendor, empowering him to sell the estate, had been found, and that Mr. Nihill had expressed the opinion that this discovery had so completely altered

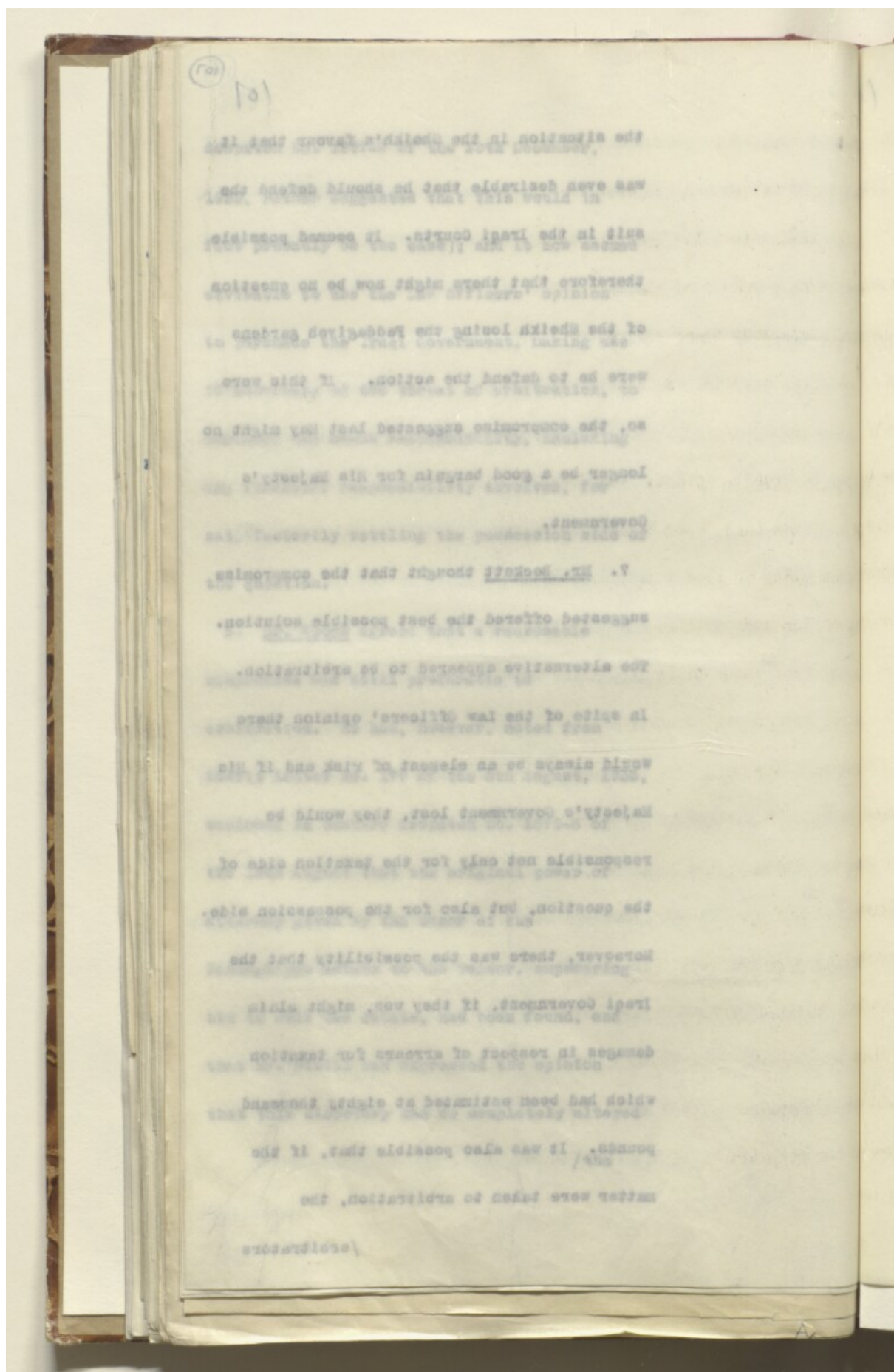
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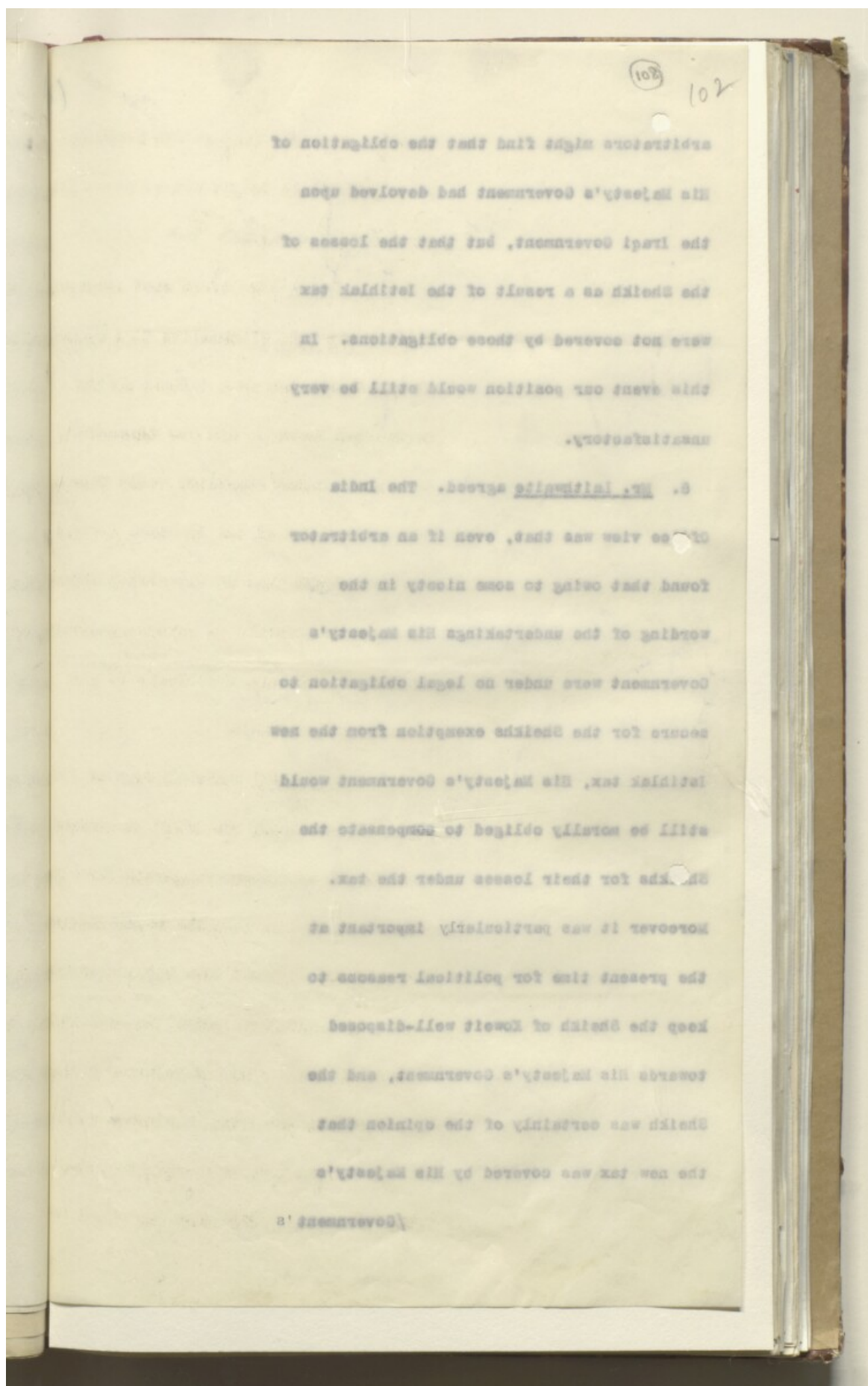


107
the situation in the Sheikh's favour that it was even desirable that he should defend the suit in the Iraqi Courts. It seemed possible therefore that there might now be no question of the Sheikh losing the Faddagiye'h gardens were he to defend the action. If this were so, the compromise suggested last May might no longer be a good bargain for His Majesty's Government.

7. Mr. Beckett thought that the compromise suggested offered the best possible solution. The alternative appeared to be arbitration. In spite of the Law Officers' opinion there would always be an element of risk and if His Majesty's Government lost, they would be responsible not only for the taxation side of the question, but also for the possession side. Moreover, there was the possibility that the Iraqi Government, if they won, might claim damages in respect of arrears for taxation which had been estimated at eighty thousand pounds. It was also possible that, if the matter were taken to arbitration, the

/arbitrators







arbitrators might find that the obligation of His Majesty's Government had devolved upon the Iraqi Government, but that the losses of the Sheikh as a result of the Istihlak tax were not covered by those obligations. In this event our position would still be very unsatisfactory.

8. Mr. Laithwaite agreed. The India Office view was that, even if an arbitrator found that owing to some nicety in the wording of the undertakings His Majesty's Government were under no legal obligation to secure for the Sheikh's exemption from the new Istihlak tax, His Majesty's Government would still be morally obliged to compensate the Sheikh for their losses under the tax. Moreover it was particularly important at the present time for political reasons to keep the Sheikh of Koweit well-disposed towards His Majesty's Government, and the Sheikh was certainly of the opinion that the new tax was covered by His Majesty's

/Government's



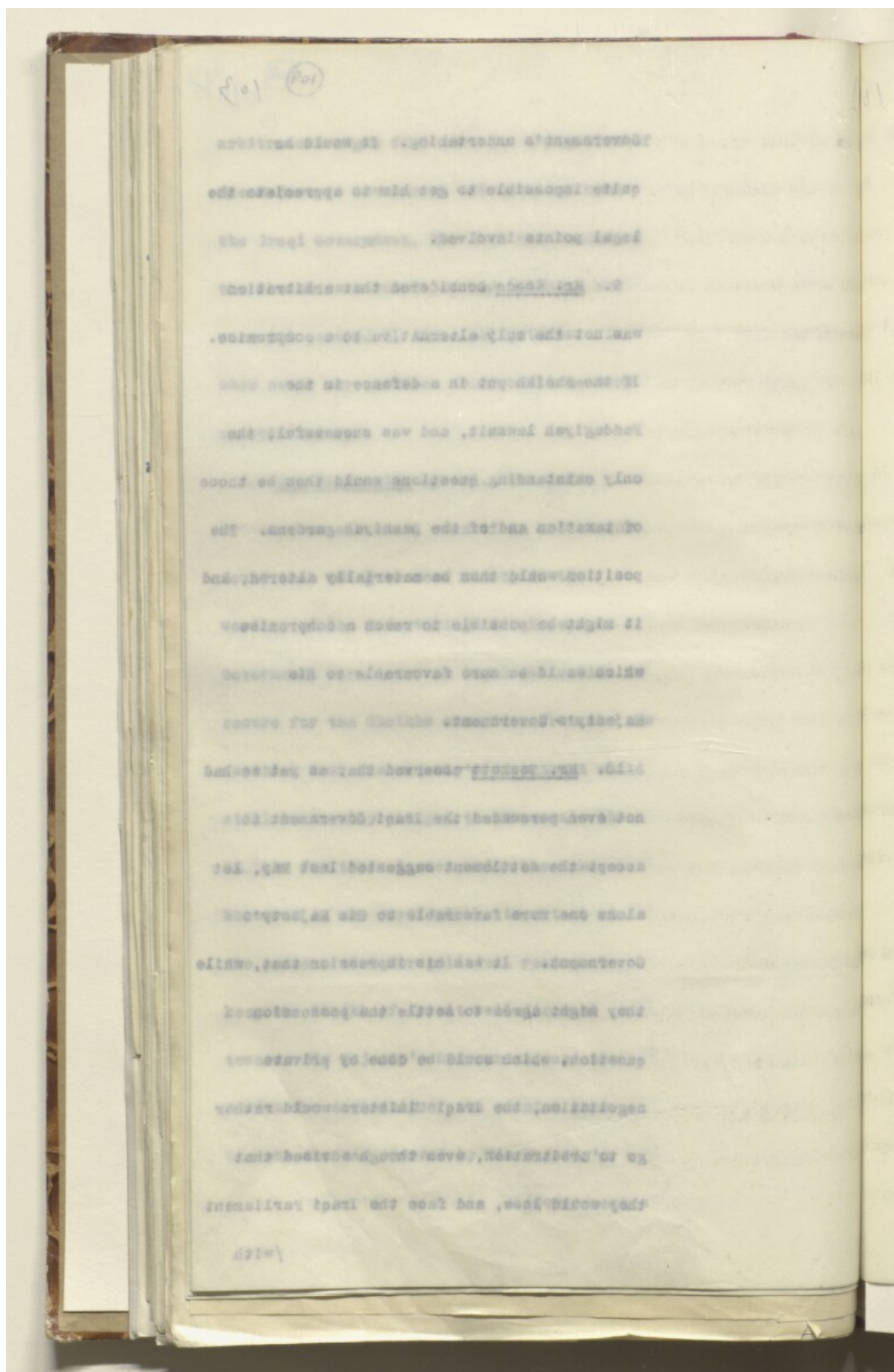
(109) 103

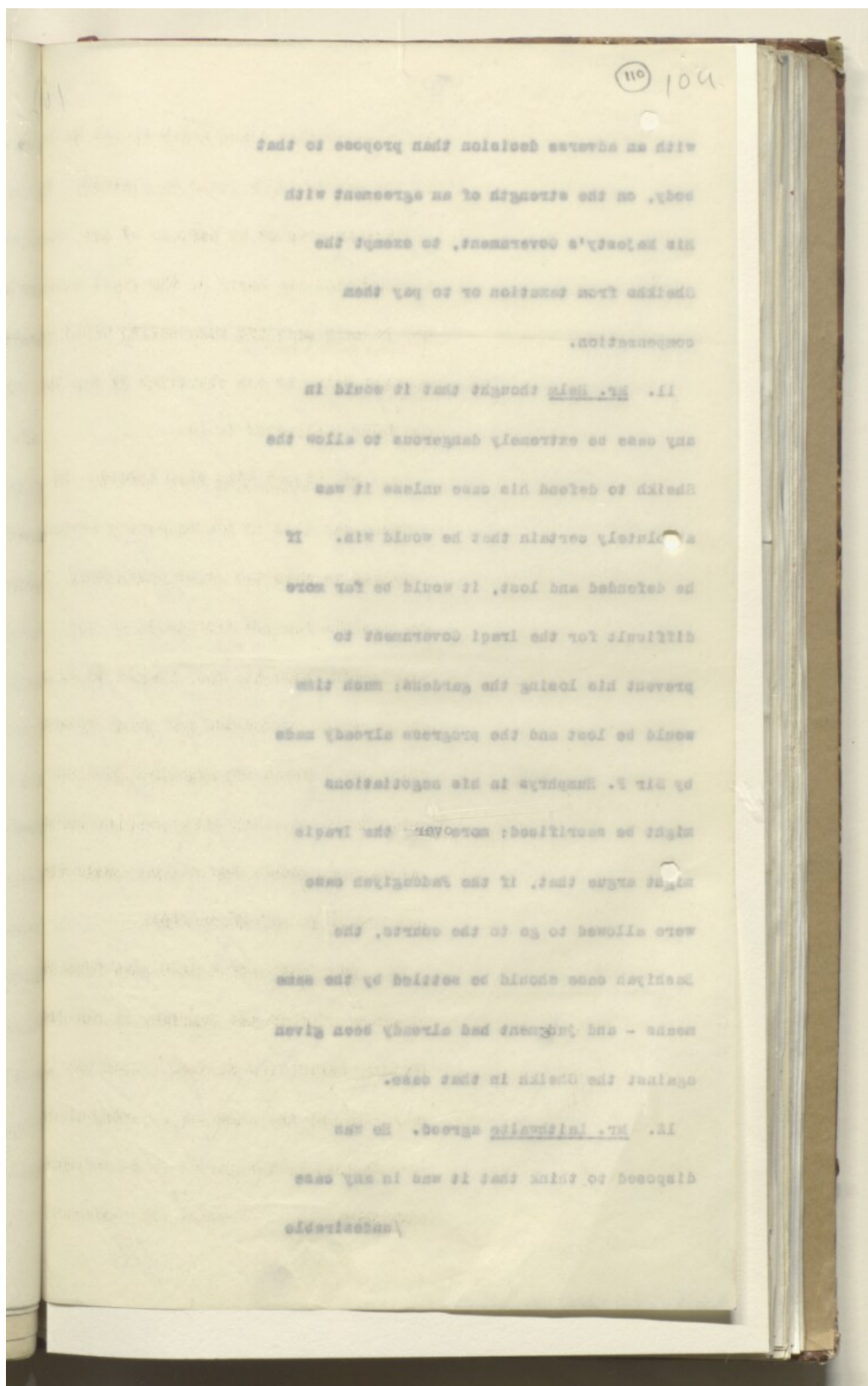
Government's undertaking. It would be quite impossible to get him to appreciate the legal points involved.

9. Mr. Woods considered that arbitration was not the only alternative to a compromise. If the Sheikh put in a defence in the Faddagiyyeh lawsuit, and was successful, the only outstanding questions would then be those of taxation and of the Bashiyyah gardens. The position would then be materially altered, and it might be possible to reach a compromise which would be more favourable to His Majesty's Government.

10. Mr. Beckett observed that as yet we had not even persuaded the Iraqi Government to accept the settlement suggested last May, let alone one more favourable to His Majesty's Government. It was his impression that, while they might agree to settle the possession question, which could be done by private negotiation, the Iraqi Ministers would rather go to arbitration, even though advised that they would lose, and face the Iraqi Parliament

/with







with an adverse decision than propose to that
body, on the strength of an agreement with
His Majesty's Government, to exempt the
Sheikhs from taxation or to pay them
compensation.

11. Mr. Helm thought that it would in
any case be extremely dangerous to allow the
Sheikh to defend his case unless it was
absolutely certain that he would win. If
he defended and lost, it would be far more
difficult for the Iraqi Government to
prevent his losing the gardens: much time
would be lost and the progress already made
by Sir F. Humphrys in his negotiations
might be sacrificed: moreover the Iraqis
might argue that, if the Faddagiyeh case
were allowed to go to the courts, the
Bashiyah case should be settled by the same
means - and judgment had already been given
against the Sheikh in that case.

12. Mr. Laithwaite agreed. He was
disposed to think that it was in any case
undesirable

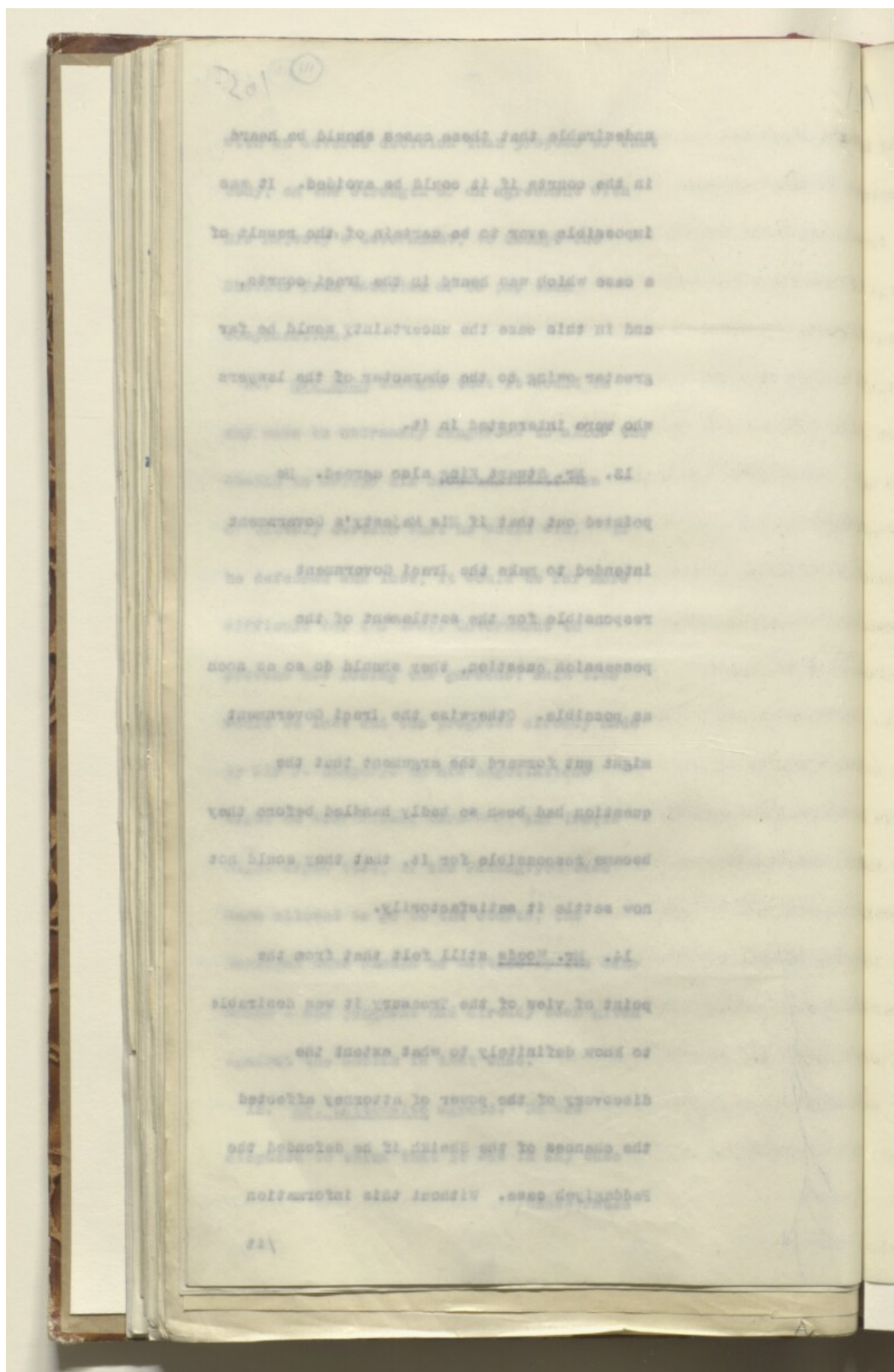


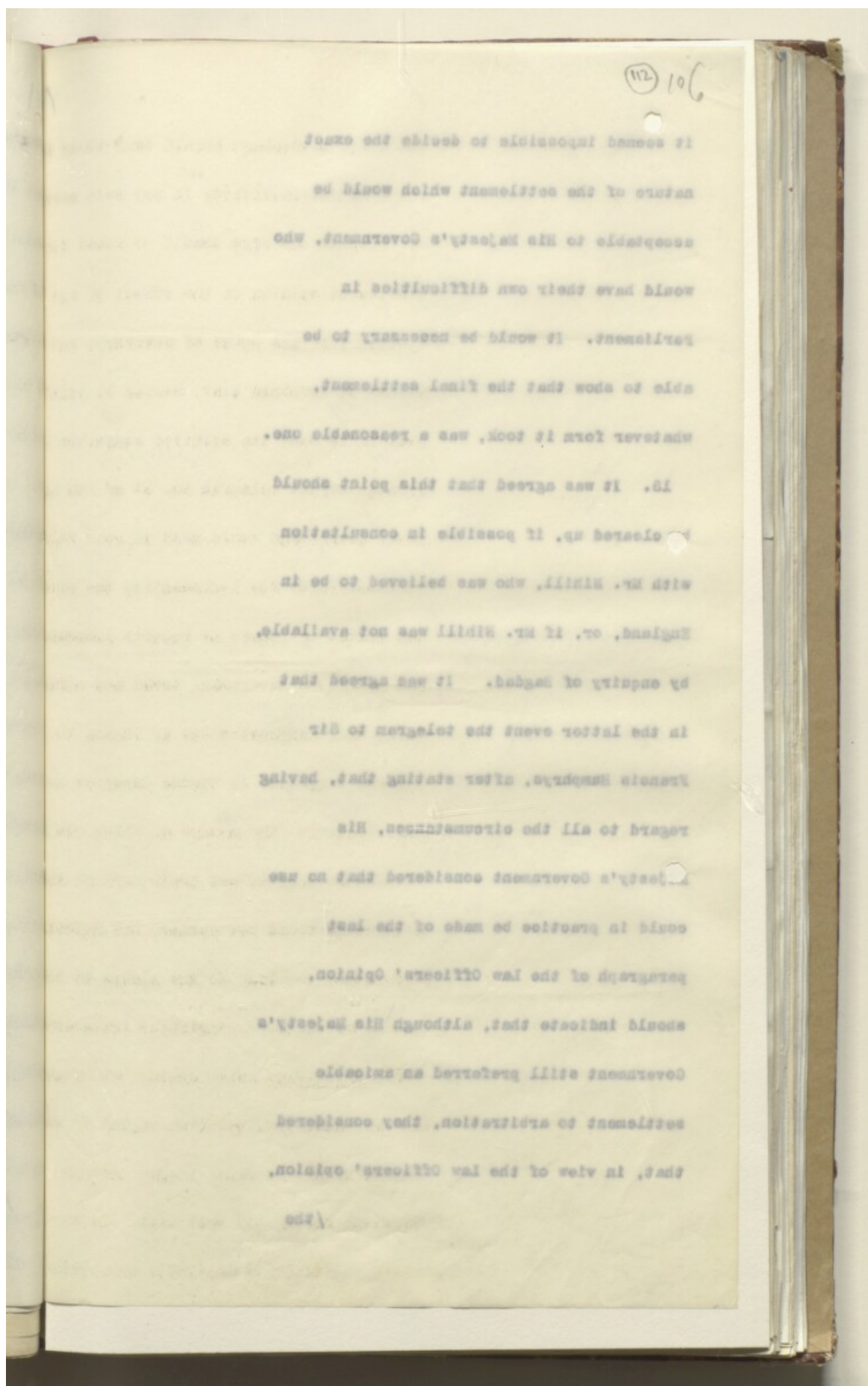
(iii) 105
undesirable that these cases should be heard in the courts if it could be avoided. It was impossible ever to be certain of the result of a case which was heard in the Iraqi courts, and in this case the uncertainty would be far greater owing to the character of the lawyers who were interested in it.

13. Mr. Stuart King also agreed. He pointed out that if His Majesty's Government intended to make the Iraqi Government responsible for the settlement of the possession question, they should do so as soon as possible. Otherwise the Iraqi Government might put forward the argument that the question had been so badly handled before they became responsible for it, that they could not now settle it satisfactorily.

14. Mr. Woods still felt that from the point of view of the Treasury it was desirable to know definitely to what extent the discovery of the power of attorney affected the chances of the Sheikh if he defended the Faddagiyyah case. Without this information

/it







101 (511)
it seemed impossible to decide the exact nature of the settlement which would be acceptable to His Majesty's Government, who would have their own difficulties in Parliament. It would be necessary to be able to show that the final settlement, whatever form it took, was a reasonable one.

15. It was agreed that this point should be cleared up, if possible in consultation with Mr. Nihill, who was believed to be in England, or, if Mr. Nihill was not available, by enquiry of Bagdad. It was agreed that in the latter event the telegram to Sir Francis Humphrys, after stating that, having regard to all the circumstances, His Majesty's Government considered that no use could in practice be made of the last paragraph of the Law Officers' Opinion, should indicate that, although His Majesty's Government still preferred an amicable settlement to arbitration, they considered that, in view of the Law Officers' opinion,

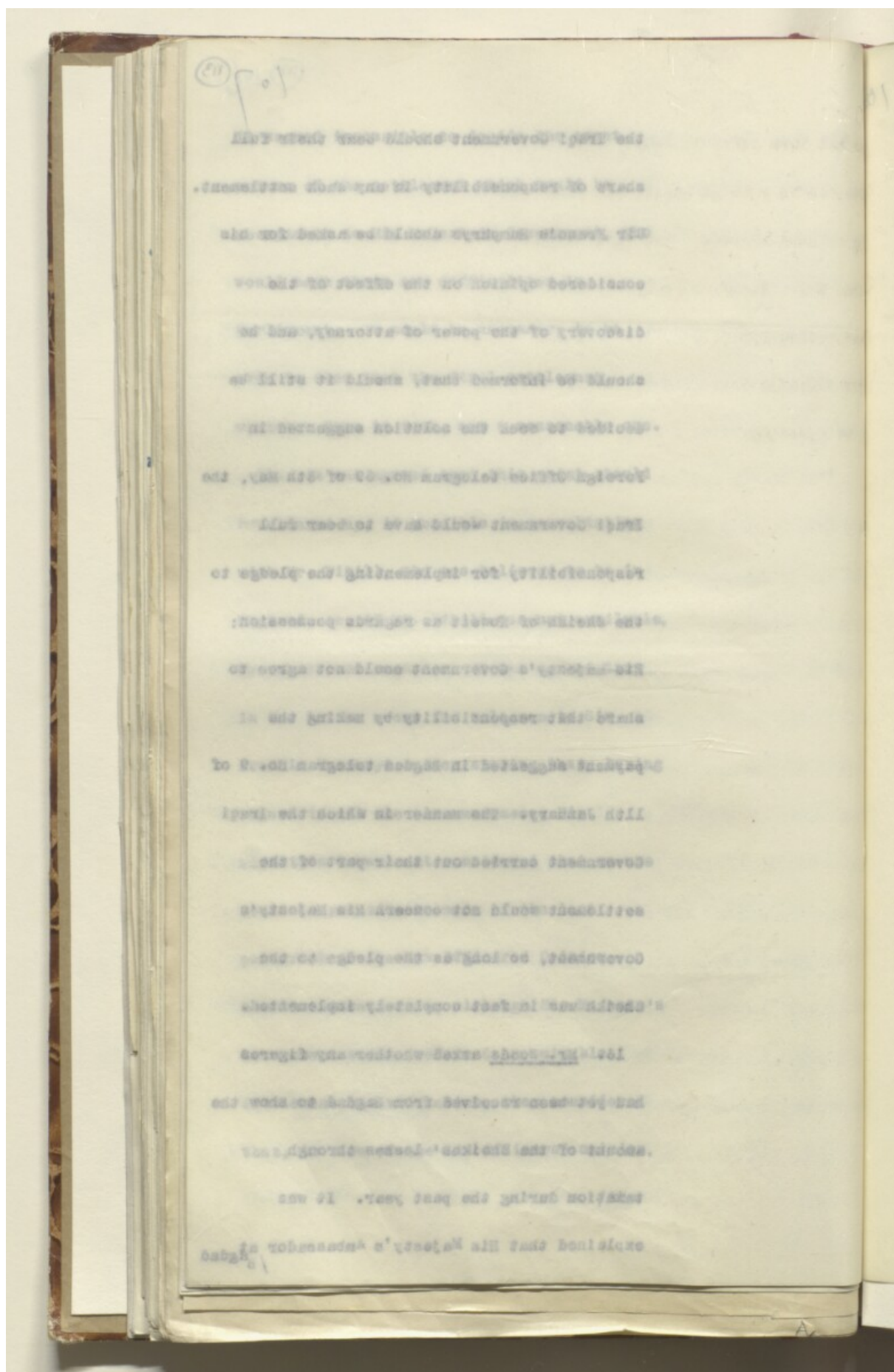
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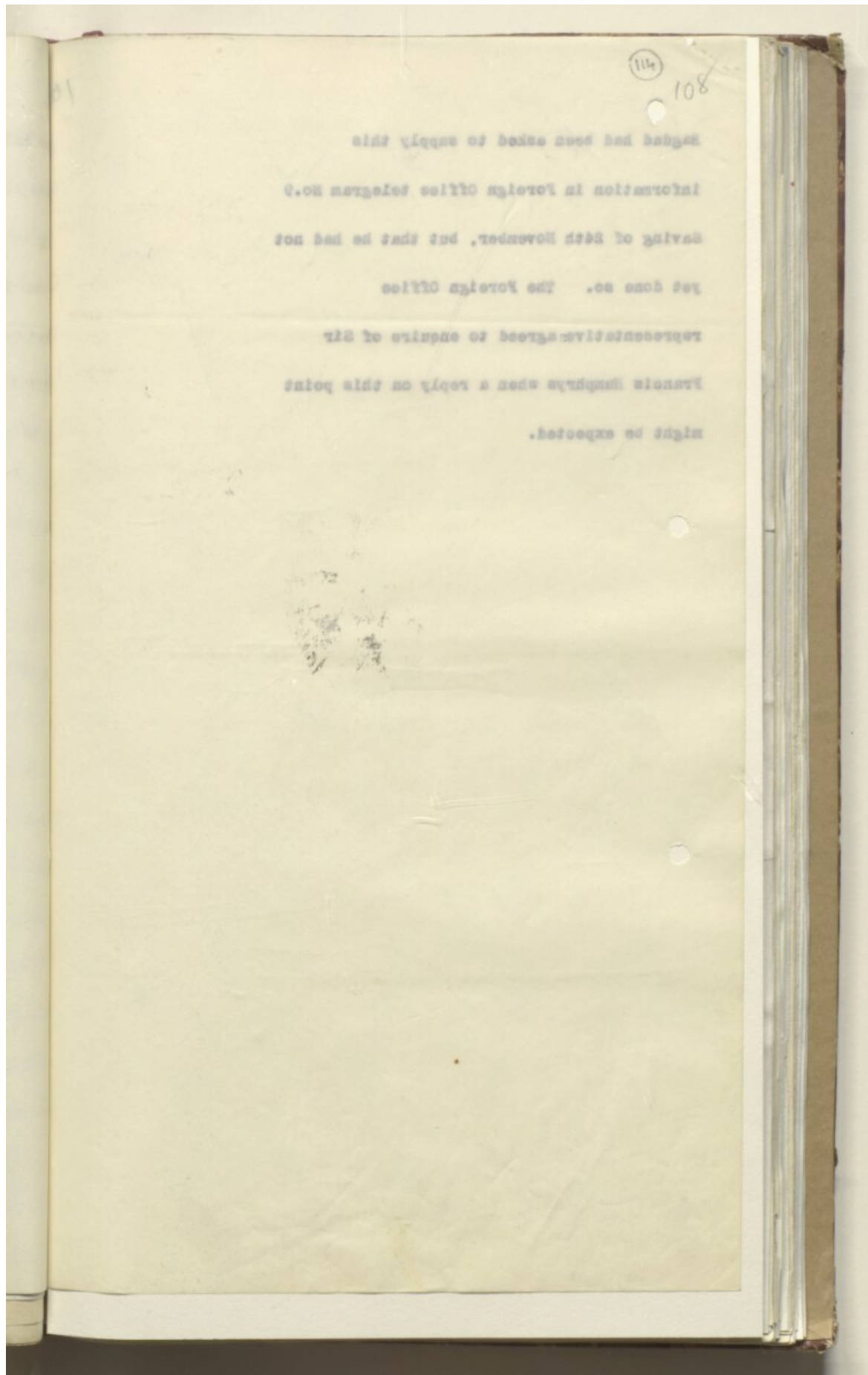


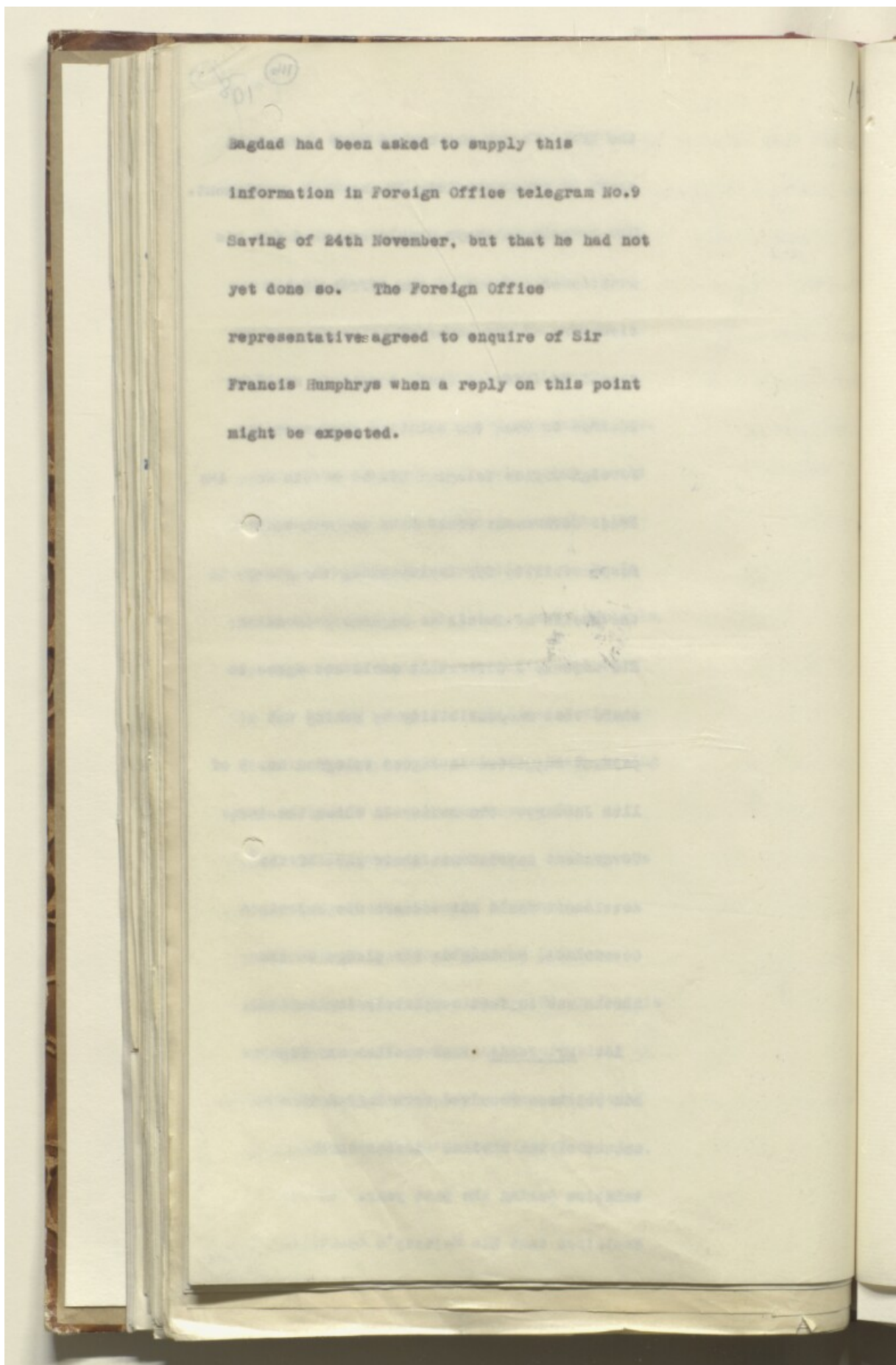
107 (113)

the Iraqi Government should bear their full share of responsibility in any such settlement. Sir Francis Humphrys should be asked for his considered opinion on the effect of the discovery of the power of attorney, and he should be informed that, should it still be decided to seek the solution suggested in Foreign Office telegram No. 69 of 8th May, the Iraqi Government would have to bear full responsibility for implementing the pledge to the Sheikh of Koweit as regards possession: His Majesty's Government could not agree to share that responsibility by making the payment suggested in Bagdad telegram No. 9 of 11th January. The manner in which the Iraqi Government carried out their part of the settlement would not concern His Majesty's Government, so long as the pledge to the Sheikh was in fact completely implemented.

16. Mr. Woods asked whether any figures had yet been received from Bagdad to show the amount of the Sheikhs' losses through taxation during the past year. It was explained that His Majesty's Ambassador at Bagdad









No distribution. 109 (115)

Cypher telegram to Sir F. Humphrys (Baghdad).

Foreign Office. February 15th 1934.

No. 1 SAVING.

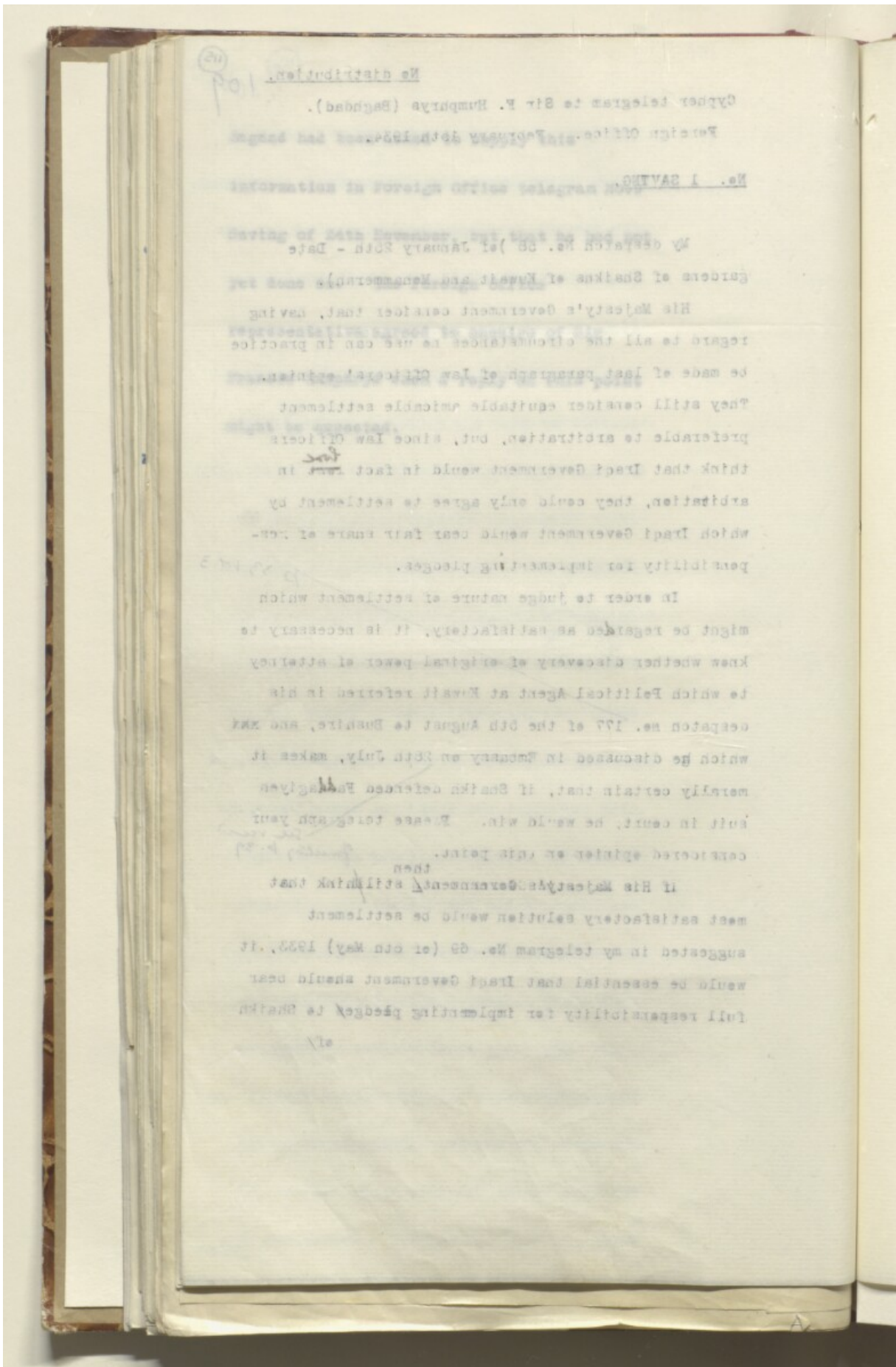
My despatch No. 58 (of January 26th - Date gardens of Shaikhs of Kuwait and Mehammerah).

His Majesty's Government consider that, having regard to all the circumstances no use can in practice be made of last paragraph of Law Officers' opinion. They still consider equitable amicable settlement preferable to arbitration, but, since Law Officers think that Iraqi Government would in fact ~~lose~~ ^{lose} in arbitration, they could only agree to settlement by which Iraqi Government would bear fair share of responsibility for implementing pledges. p 33 vol 3

In order to judge nature of settlement which might be regarded as satisfactory, it is necessary to know whether discovery of original power of attorney to which Political Agent at Kuwait referred in his despatch no. 177 of the 5th August to Bushire, and ~~and~~ which he discussed in Embassy on 28th July, makes it morally certain that, if Shaikh defended Faddagiya suit in court, he would win. Please telegraph your considered opinion on this point. ^{then} ~~then~~ ^{see record} ~~meeting p. 39~~

If His Majesty's Government ~~still~~ ^{then} think that most satisfactory solution would be settlement suggested in my telegram No. 69 (of 6th May) 1933, it would be essential that Iraqi Government should bear full responsibility for implementing pledges to Shaikh

af/





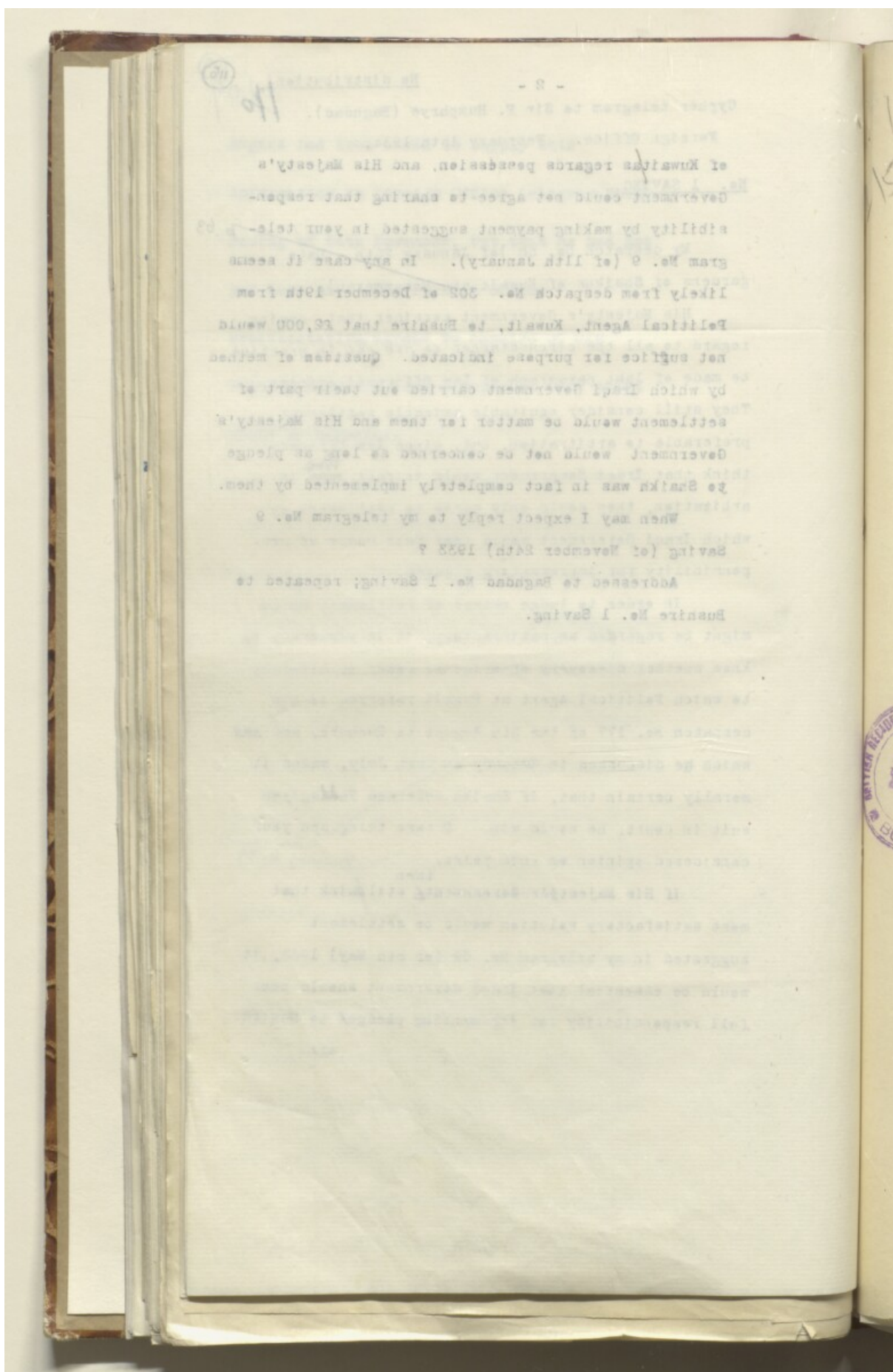
- 2 -

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1/10

of Kuwaitas regards possession, and His Majesty's Government could not agree to sharing that responsibility by making payment suggested in your telegram No. 9 (of 11th January). In any case it seems likely from despatch No. 302 of December 19th from Political Agent, Kuwait, to Bushire that £2,000 would not suffice for purpose indicated. Question of method by which Iraqi Government carried out their part of settlement would be matter for them and His Majesty's Government would not be concerned so long as pledge to Shaikh was in fact completely implemented by them.

When may I expect reply to my telegram No. 9 Saving (of November 24th) 1933 ?

Addressed to Baghdad No. 1 Saving; repeated to Bushire No. 1 Saving.





15/5/34
CONFIDENTIAL.
No 324-S of 1934.
R.R. 325
26.4.34.

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to
The Political Agent,
Kuwait,

and has the honour to transmit to him a copy of the undermentioned document (s). for information.
@ for information. The Shaikh need not be approached at this stage.

British Residency
and Consulate-General,
BUSHIRE.

Dated 12th April, 1934.

Reference to previous correspondence. P. 94

Political Resident's Printed Letter No. C/83 of
18th March 1934.

Description of Enclosure.

Name and Date.	Subject.
1. Despatch No. 162 of 22nd March 1934 from His Majesty's Ambassador, Baghdad, to the Foreign Office.	Shaikh of Kuwait's date gardens in Iraq.
* 2. Telegram No. 3-Saving from His Majesty's Ambassador, Bagdad, to the Foreign Office.	

Received True
H. H. 23/4/34



(received under British Embassy Bagdad endorsement
dated 27th March 1934).

COPY OF TELEGRAM.

From H.E.M. AMBASSADOR, To Foreign Office, London.
Bagdad. Date : 2nd March 1934.

No.3 Saving.

Addressed Foreign Office No.3 Saving, repeated to
Bushire No.1 Saving. *p. 109 F. 11/5 vol. 4*

Your telegram No.1 Saving of 15th February.

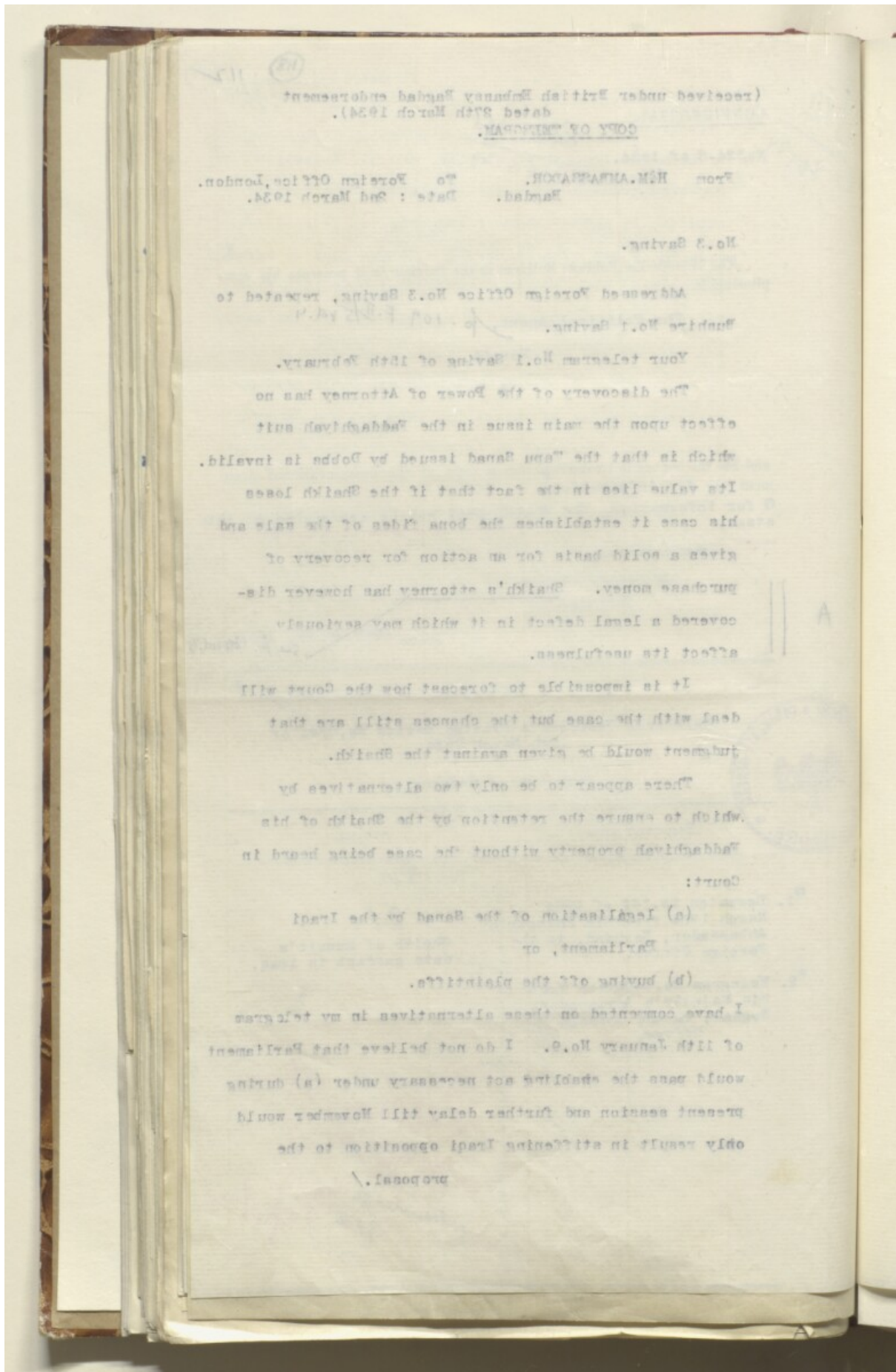
A || The discovery of the Power of Attorney has no
effect upon the main issue in the Faddaghiyah suit
which is that the Tapu Sanad issued by Dobbs is invalid.
Its value lies in the fact that if the Shaikh loses
his case it establishes the bona fides of the sale and
gives a solid basis for an action for recovery of
purchase money. Shaikh's attorney has however dis-
covered a legal defect in it which may seriously
affect its usefulness. *see p. 189 vol. 3*

It is impossible to forecast how the Court will
deal with the case but the chances still are that
judgment would be given against the Shaikh.

There appear to be only two alternatives by
which to ensure the retention by the Shaikh of his
Faddaghiyah property without the case being heard in
Court:

- (a) legalisation of the Sanad by the Iraqi
Parliament, or
- (b) buying off the plaintiffs.

I have commented on these alternatives in my telegram
of 11th January No.9. I do not believe that Parliament
would pass the enabling act necessary under (a) during
present session and further delay till November would
only result in stiffening Iraqi opposition to the
proposal./





(1A) 113
-2-

proposal. I see no reason at present to question accuracy of figure quoted to me by King Ghazi and Nuri Pasha and endorsed by Drower as sufficient for purpose (b), in spite of gossip reported by interested Armenian lawyer to Political Agent, Kuwait.

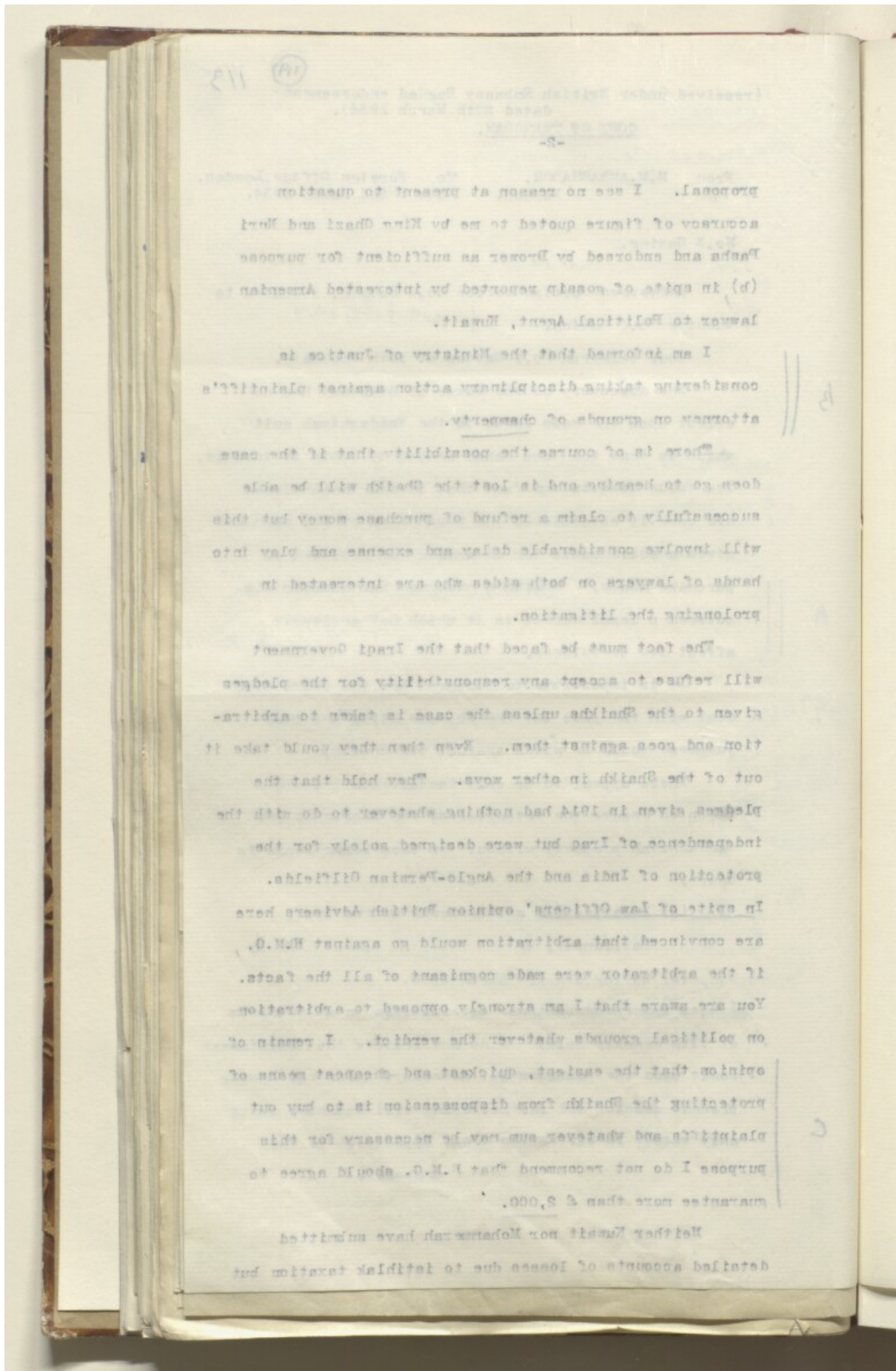
b || I am informed that the Ministry of Justice is considering taking disciplinary action against plaintiff's attorney on grounds of champerty.

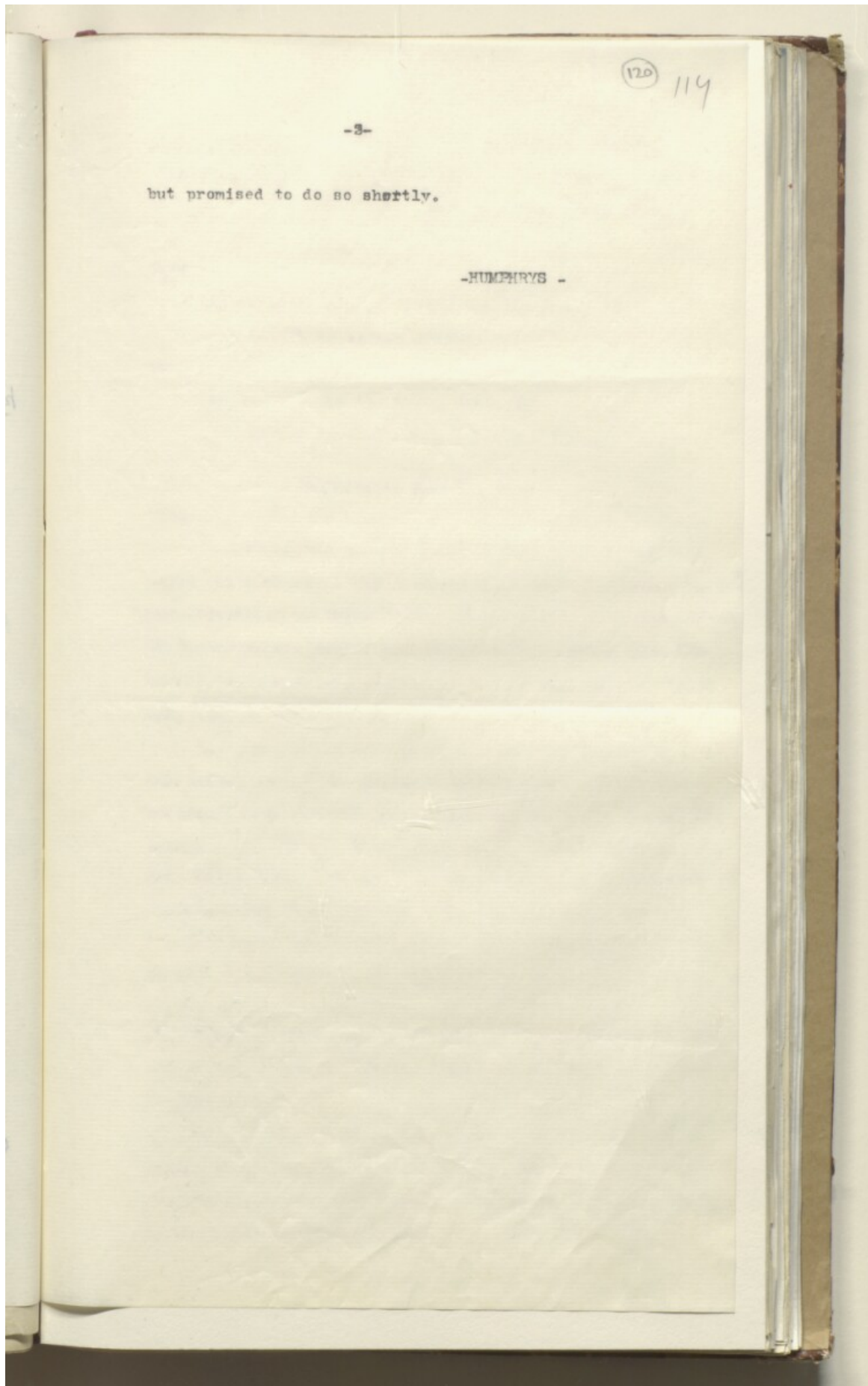
There is of course the possibility that if the case does go to hearing and is lost the Shaikh will be able successfully to claim a refund of purchase money but this will involve considerable delay and expense and play into hands of lawyers on both sides who are interested in prolonging the litigation.

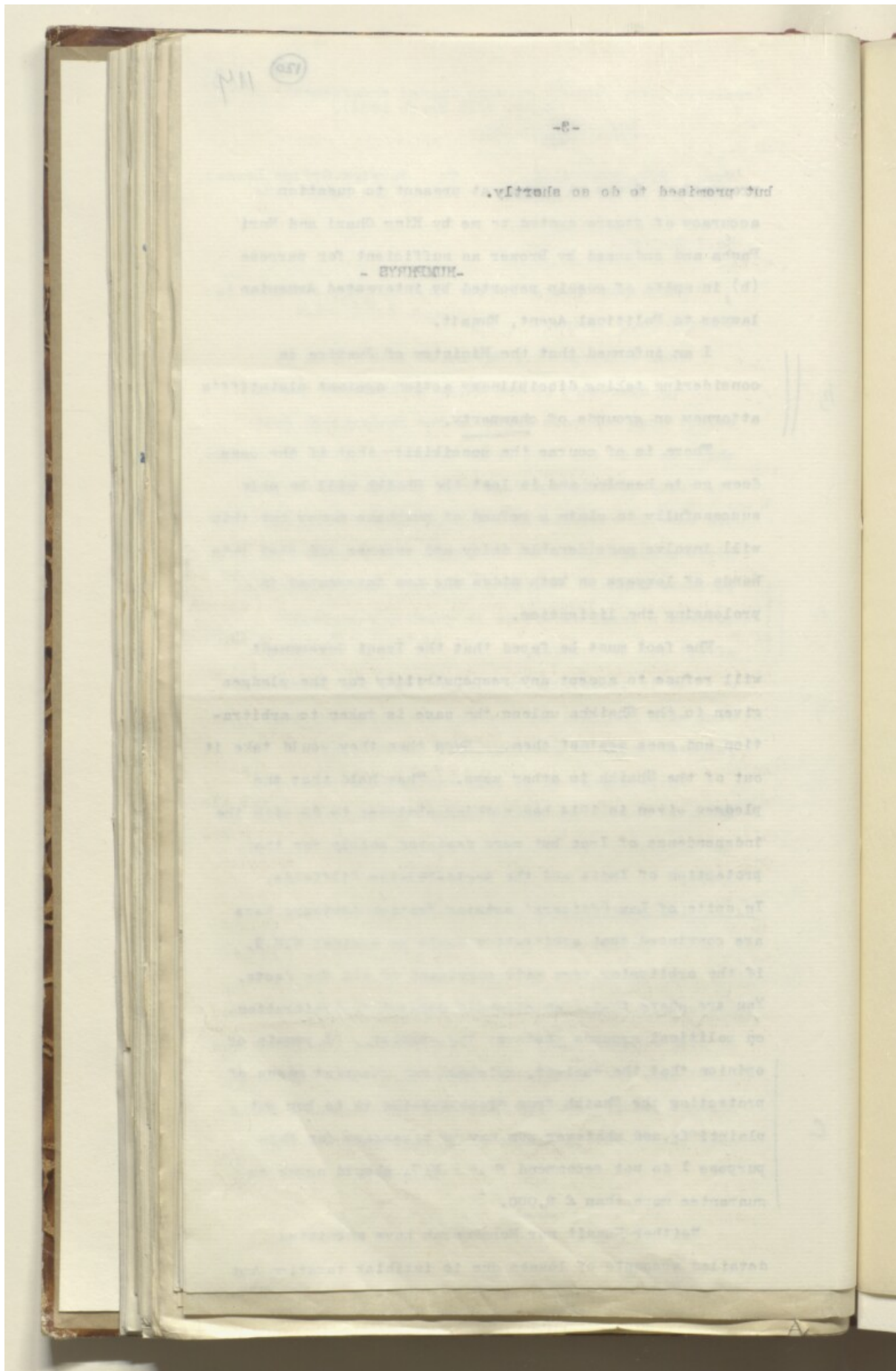
The fact must be faced that the Iraqi Government will refuse to accept any responsibility for the pledges given to the Shaikhs unless the case is taken to arbitration and goes against them. Even then they would take it out of the Shaikh in other ways. They hold that the pledges given in 1914 had nothing whatever to do with the independence of Iraq but were designed solely for the protection of India and the Anglo-Persian Oilfields. In spite of Law Officers' opinion British Advisers here are convinced that arbitration would go against H.M.G., if the arbitrator were made cognisant of all the facts. You are aware that I am strongly opposed to arbitration on political grounds whatever the verdict. I remain of opinion that the easiest, quickest and cheapest means of protecting the Shaikh from dispossession is to buy out plaintiffs and whatever sum may be necessary for this purpose I do not recommend that F.M.G. should agree to guarantee more than £ 2,000.

C

Neither Kuwait nor Mohammerah have submitted detailed accounts of losses due to istihlak taxation but









SECRET.

No.C-155.

POLITICAL AGENCY,

KUWAIT.

Dated the 30th April 1934.

From

Lt.-Colonel H.R.P.Dickson, C.I.E., I.A.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, B u s h i r e .

FADDAGHIYEH ESTATE.

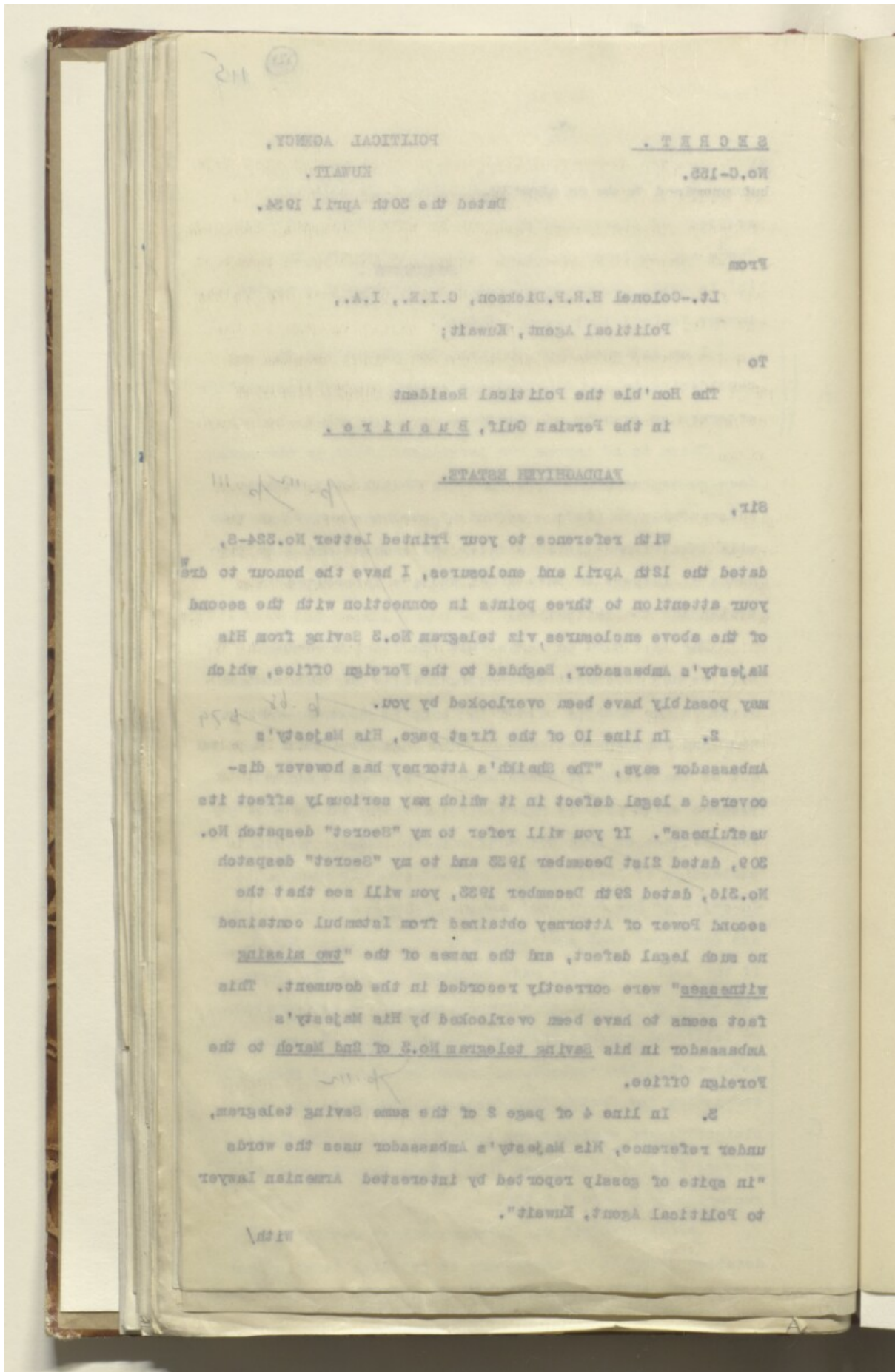
Sir,

With reference to your Printed Letter No.324-S,
dated the 12th April and enclosures, I have the honour to draw
your attention to three points in connection with the second
of the above enclosures, viz telegram No.3 Saving from His
Majesty's Ambassador, Baghdad to the Foreign Office, which
may possibly have been overlooked by you.

2. In line 10 of the first page, His Majesty's
Ambassador says, "The Shaikh's Attorney has however dis-
covered a legal defect in it which may seriously affect its
usefulness". If you will refer to my "Secret" despatch No.
309, dated 21st December 1933 and to my "Secret" despatch
No.316, dated 29th December 1933, you will see that the
second Power of Attorney obtained from Istambul contained
no such legal defect, and the names of the "two missing
witnesses" were correctly recorded in the document. This
fact seems to have been overlooked by His Majesty's
Ambassador in his Saving telegram No.3 of 2nd March to the
Foreign Office.

3. In line 4 of page 2 of the same Saving telegram,
under reference, His Majesty's Ambassador uses the words
"in spite of gossip reported by interested Armenian Lawyer
to Political Agent, Kuwait".

With/





- 2 -

(122) 116

With the very greatest diffidence, I would remark that this surely is not quite a fair thing to say of Mr. Gabriel's valuable information as reported in my Confidential despatch No. 302, dated 19th December. After all Mr. Gabriel received his first legal training under Colonel Knox when the latter was Chief Judge in Basra, and later completed same in the Law Schools of Calcutta after the war, where he came out with flying colours. We must, I think, credit him with being sincere and honest until we find him out to be otherwise.

4. In line 6 of page 2 of the same Saving telegram under reference, His Majesty's Ambassador says, "I am informed that the Ministry of Justice is considering taking disciplinary action against plaintiff's Attorney on the grounds of "champerty". As I am not a lawyer and know little of legal phrases, I should be grateful if you could let me know what the term "champerty" means. If it refers to the action reported to have been taken by Abdulla al Zuhair, the plaintiff in the Faddaghiyeh case (as described in paras 3, 4 and 5 of my Confidential despatch No. 302, dated 19th December to you) it would appear as if the contents of my despatch in question had been in some way conveyed to the 'Iraq Ministry of Justice which does not seem quite fair to Mr. Gabriel or the Shaikh of Kuwait. p. 63.

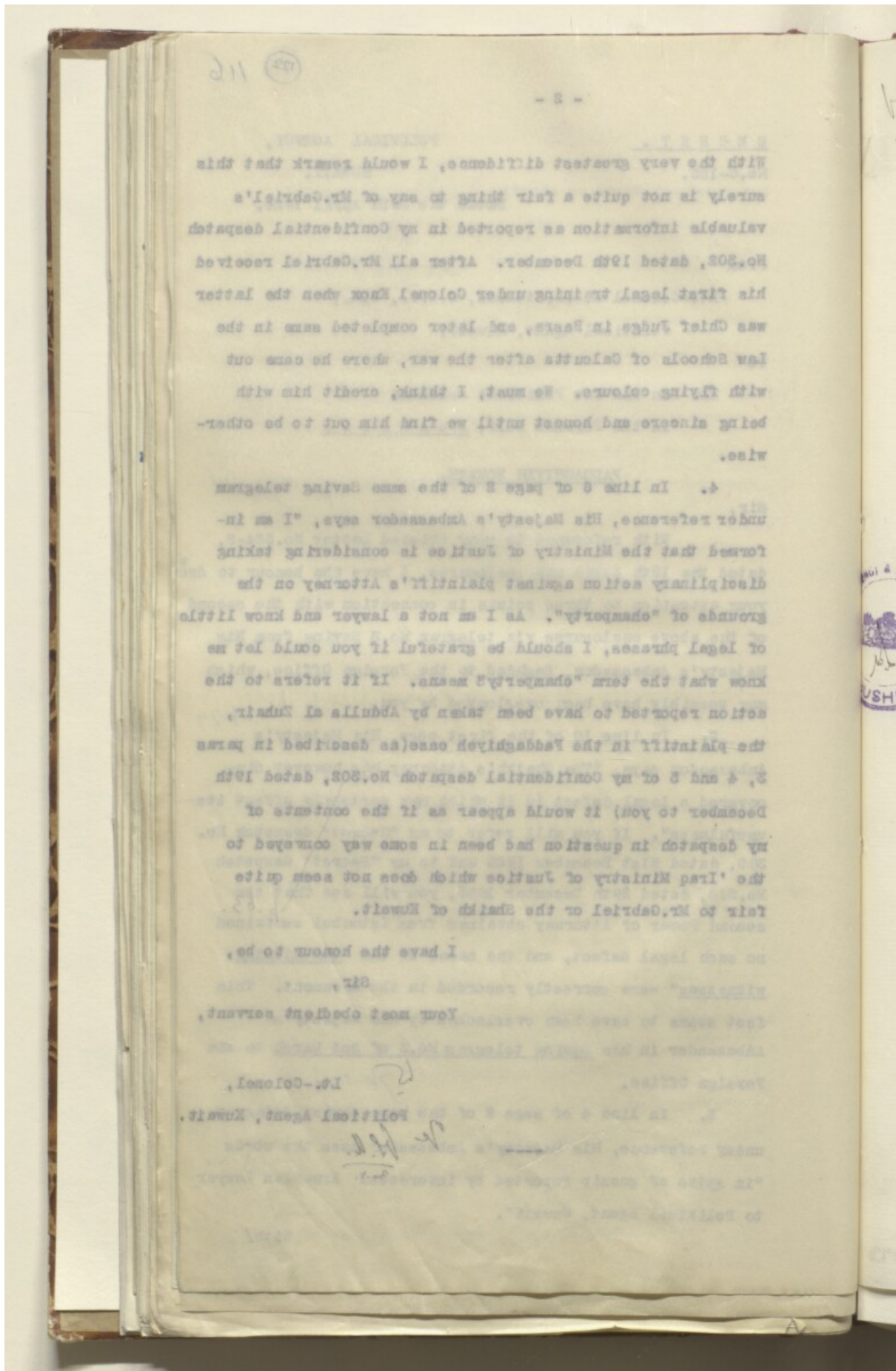
I have the honour to be,

Sir,

Your most obedient servant,

5
Lt.-Colonel,
Political Agent, Kuwait.

ve B.A.
20.4.





(123) 117

H.M. 25.4
CONFIDENTIAL.
R.N. 378
5.6.4.

No. 387-S of 1934.

The Hon'ble The Political Resident in the Persian Gulf presents his compliments to

The Political Agent,
Kuwait,

and has the honour to transmit to him a copy of the undermentioned document *XANA* for information.

British Consulate-General,
B U S H I R E.

Dated. 27th April 1934. *p. 111*

Reference to previous correspondence

Residency Printed Letter No. 324-S of 12th April 1934.

Description of Enclosure (s)	
Enclosed Date	Subject
Foreign Office telegram No. 78 of 13th April 1934 to His Majesty's Ambassador, Baghdad. <i>p. 118</i>	Shaikh of Kuwait's date gardens in IRAQ.

He





(124) 118

Telegram XX
From H.M.'s Secretary of State for Foreign
 Affairs, London.
To H.M.'s Ambassador, Baghdad. No.78.
Repeated to Political Resident, Bushire.
 Government of India, New Delhi.

Dated 13th (received 14th) April 1934.

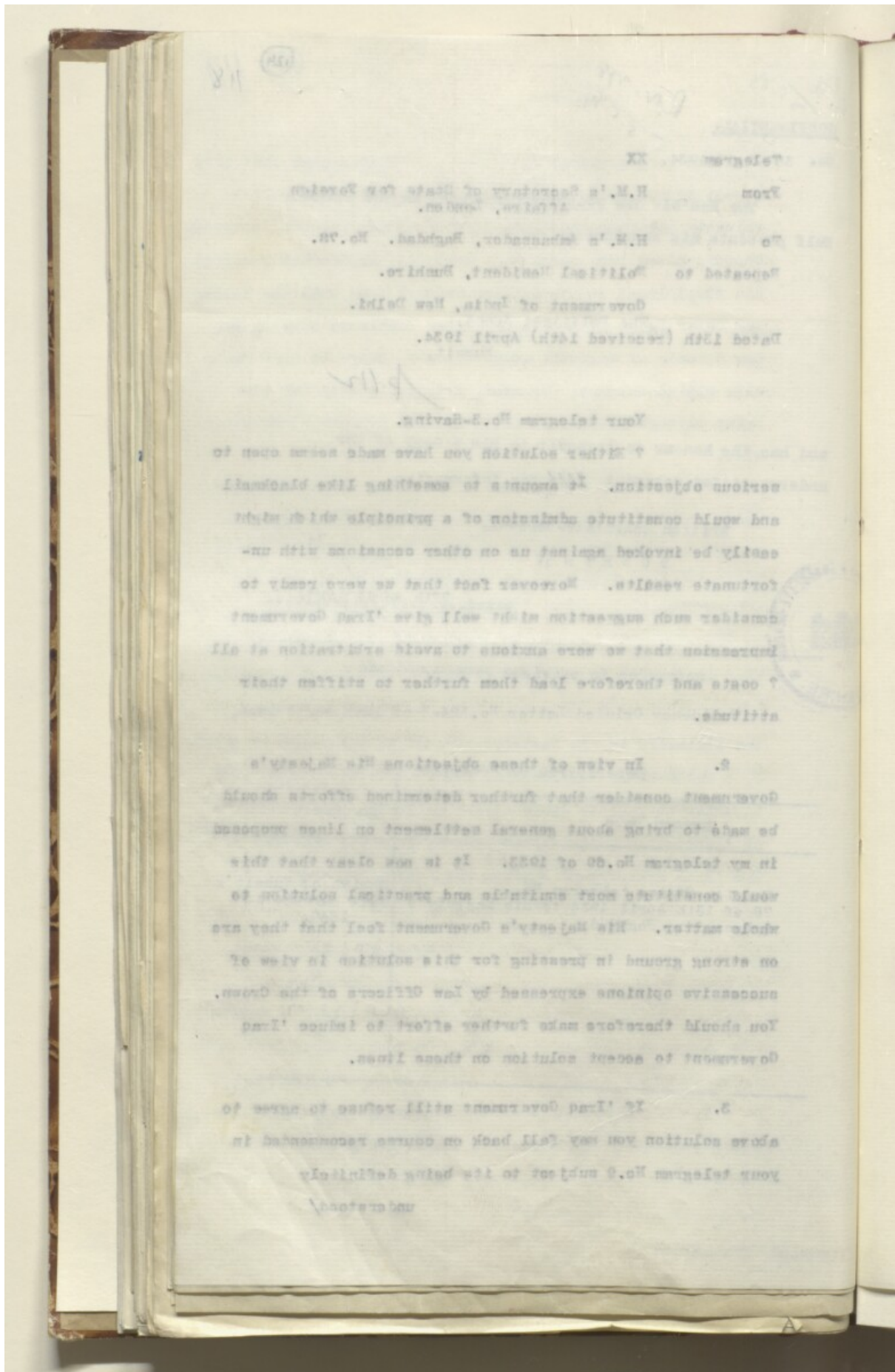
p.112

Your telegram No.3-Saving.

? Either solution you have made seems open to serious objection. It amounts to something like blackmail and would constitute admission of a principle which might easily be invoked against us on other occasions with unfortunate results. Moreover fact that we were ready to consider such suggestion might well give 'Iraq Government impression that we were anxious to avoid arbitration at all ? costs and therefore lead them further to stiffen their attitude.

2. In view of these objections His Majesty's Government consider that further determined efforts should be made to bring about general settlement on lines proposed in my telegram No.69 of 1933. It is now clear that this would constitute most equitable and practical solution to whole matter. His Majesty's Government feel that they are on strong ground in pressing for this solution in view of successive opinions expressed by Law Officers of the Crown. You should therefore make further effort to induce 'Iraq Government to accept solution on these lines.

3. If 'Iraq Government still refuse to agree to above solution you may fall back on course recommended in your telegram No.9 subject to its being definitely understood/





(125) 119
-2-

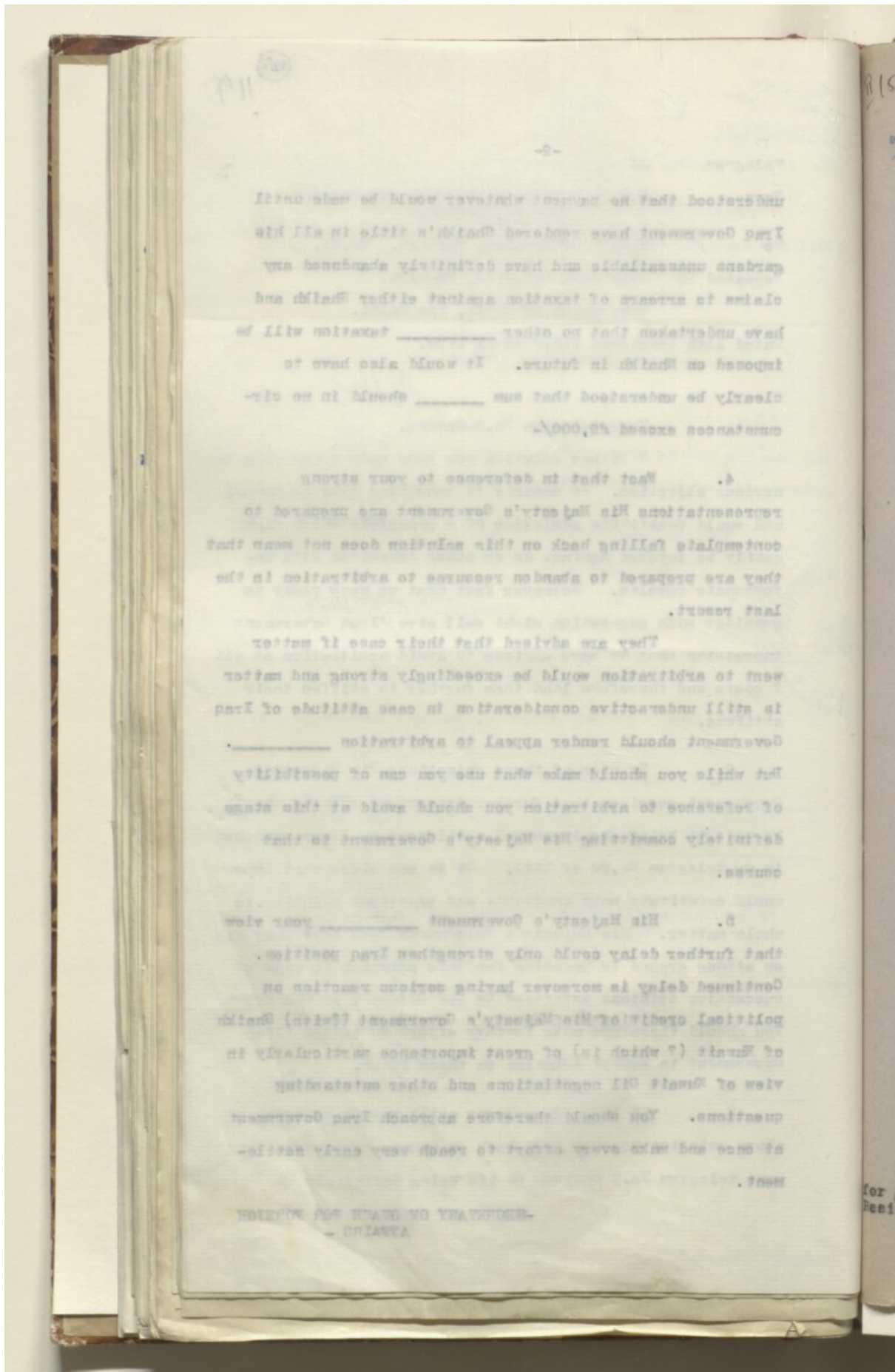
understood that no payment whatever would be made until Iraq Government have rendered Shaikh's title in all his gardens unassailable and have definitely abandoned any claims to arrears of taxation against either Shaikh and have undertaken that no other _____ taxation will be imposed on Shaikh in future. It would also have to clearly be understood that sum _____ should in no circumstances exceed £2,000/-

4. Fact that in deference to your strong representations His Majesty's Government are prepared to contemplate falling back on this solution does not mean that they are prepared to abandon recourse to arbitration in the last resort.

They are advised that their case if matter went to arbitration would be exceedingly strong and matter is still under active consideration in case attitude of Iraq Government should render appeal to arbitration _____. But while you should make what use you can of possibility of reference to arbitration you should avoid at this stage definitely committing His Majesty's Government to that course.

5. His Majesty's Government _____ your view that further delay could only strengthen Iraq position. Continued delay is moreover having serious reaction on political credit of His Majesty's Government (with) Shaikh of Kuwait (? which is) of great importance particularly in view of Kuwait Oil negotiations and other outstanding questions. You should therefore approach Iraq Government at once and make every effort to reach very early settlement.

-SECRETARY OF STATE FOR FOREIGN
AFFAIRS -





CONFIDENTIAL. *R.N. 423*
16 S. 24. *125* *120*

GOVERNMENT OF INDIA.
Department.
OFFICE OF THE POLITICAL RESIDENT IN THE PERSIAN GULF.
EXPRESS LETTER (AIR MAIL).

[N.B.—This is an ORIGINAL message sent by AIR MAIL which provides a means of communication more expeditious than the ordinary mail and is cheaper than the telegraph. It is intended to be iterated, on receipt, with the same expedition as if it had been telegraphed. To save time and to obviate formalities it is drafted in the form of a telegram. It is authenticated by the signature of a responsible officer of the Department.]

No. C-197 of 1934. Dated *Campala Kuwait,* ~~NAKRA~~ *the* 11th May 1934. *19*

To His Majesty's Ambassador, Baghdad.

Repeated Secretary of State for India, London,
Foreign Secretary to the Government of India,
Political Agent, Kuwait. *Max Simla,*

Reference your *p. 112*
~~XXXXXXXXXX~~

Your telegram No. 3 Saving, dated 2nd March 1934, to Foreign Office, page 1, line 10 "Shaikh's attorney has however discovered a legal effect in it which may seriously affect its usefulness."

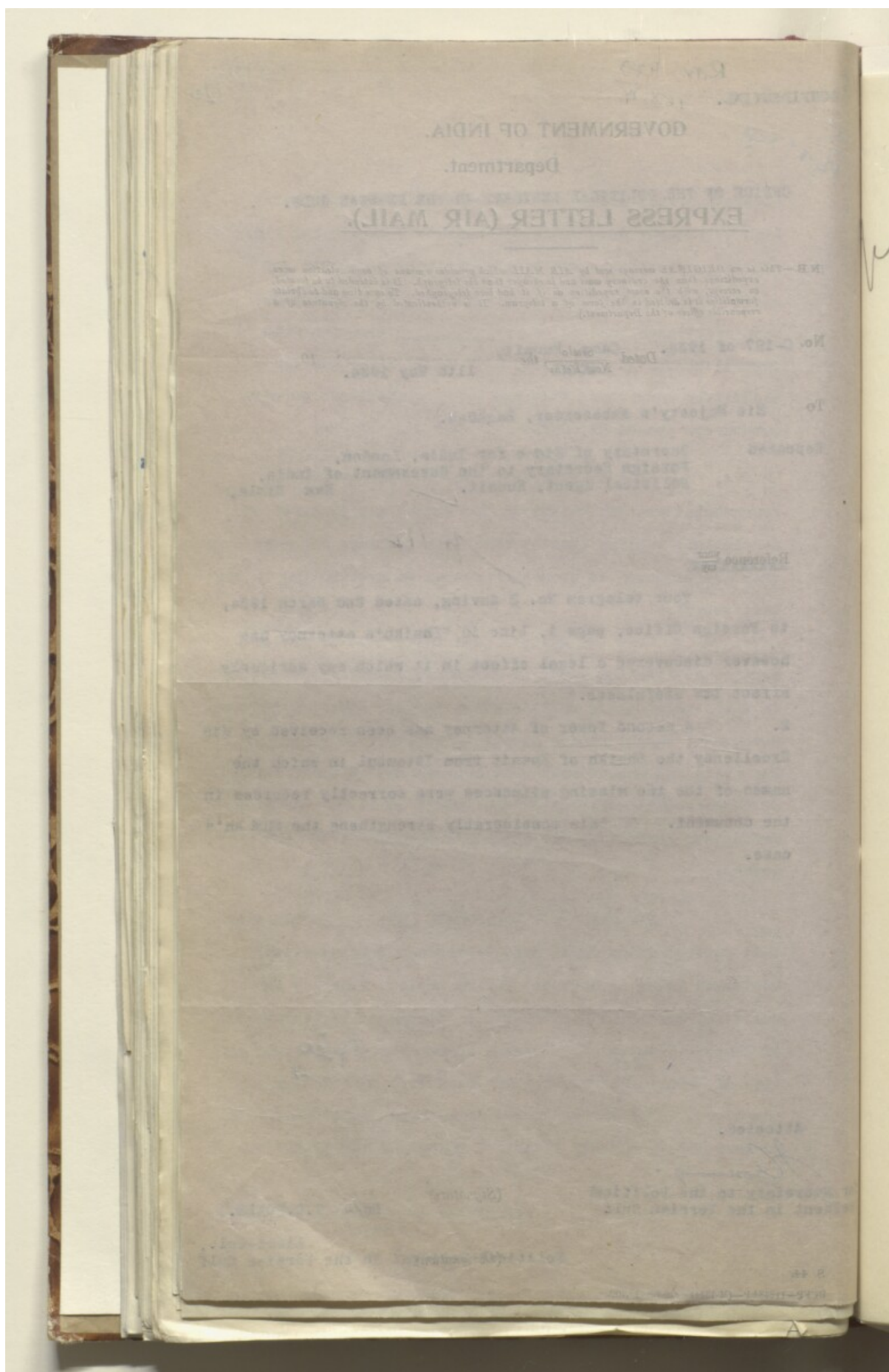
2. A second Power of Attorney has been received by His Excellency the Shaikh of Kuwait from Istanbul in which the names of the two missing witnesses were correctly recorded in the document. This considerably strengthens the Shaikh's case.

rice

Attested.
Kroning
for Secretary to the Political Resident in the Persian Gulf

(Signature) *Sd/-* T.C. FOWLE.,
Lieut-Col.,
Political Resident in the Persian Gulf

S. 41.
DCFP-1124S&P-(M-1314)-4-3-32-12600.





CONFIDENTIAL.

No. C-183.

POLITICAL AGENCY,

KUWAIT.

Dated the 19th May 1934.

From

Lt.-Colonel H.R.P. Dickson, C.I.E.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, Bushire.

FADDAGHIYEH SUIT.

Sir,

With reference to my confidential No. 302, dated the 19th December 1933, I have the honour to forward translation of a personal letter dated 14th May 1934, which I have received from an Arab friend in Basra, who I have known for the last 18 years. (For obvious reasons I am leaving out his name).

2. Though the note is somewhat obscure, it looks to me as if Abdulla al Zuhair, plaintiff in the Faddaghiyeh Suit, and his lawyer, Mr. Sulaiman as Shawof, were dissatisfied with the latest amount offered them by the 'Iraq Government to withdraw from the case, and were laying plans to see whether they could get something out of the Shaikh at this end as well. The old blackmail story.

3. They would seem to have decided to approach me through the old friend of mine whom they have discovered.

4. I have shown my friend's letter to the Shaikh, and propose sending no reply.

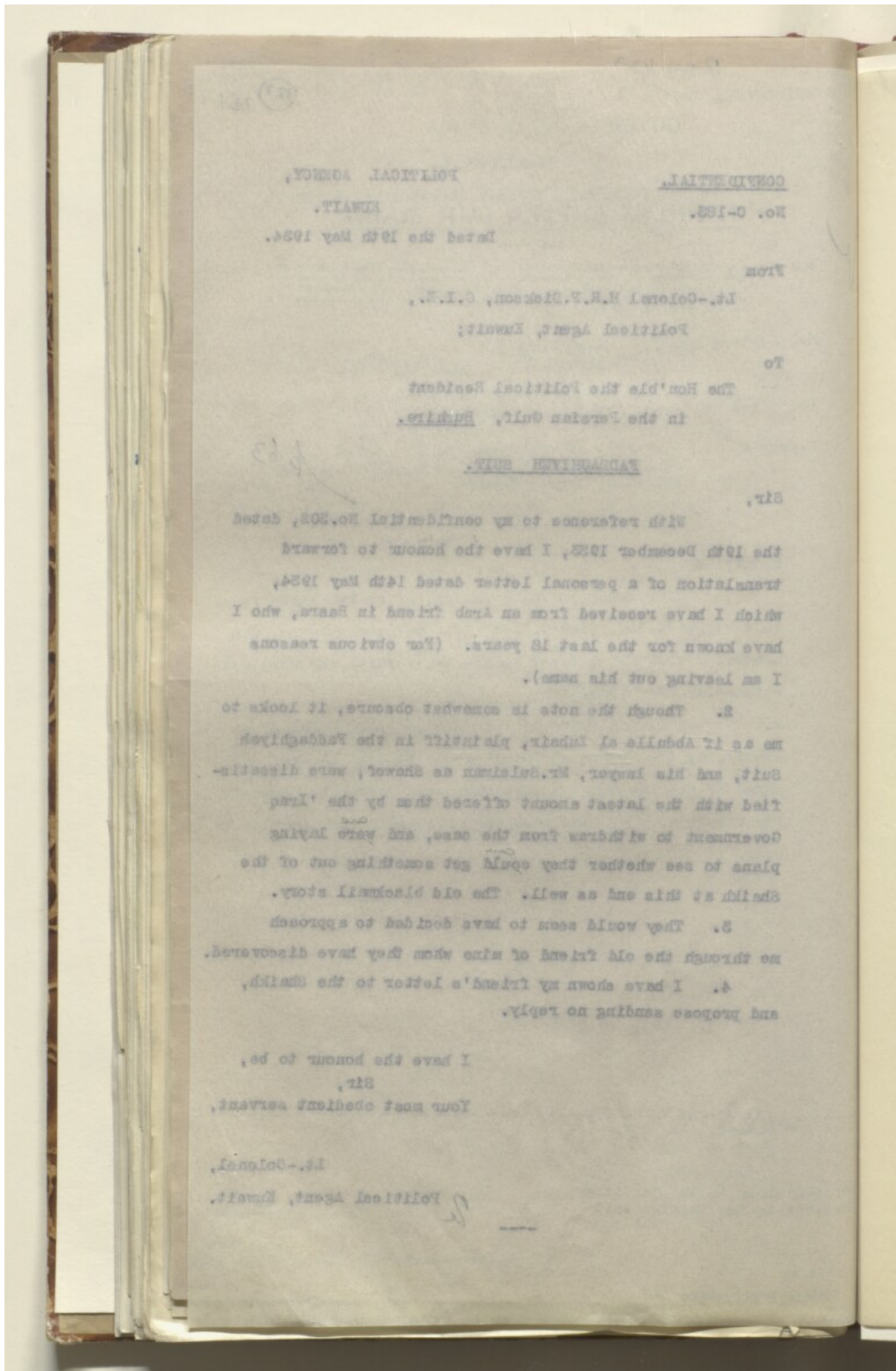
I have the honour to be,

Sir,

Your most obedient servant,

Lt.-Colonel,

Political Agent, Kuwait.





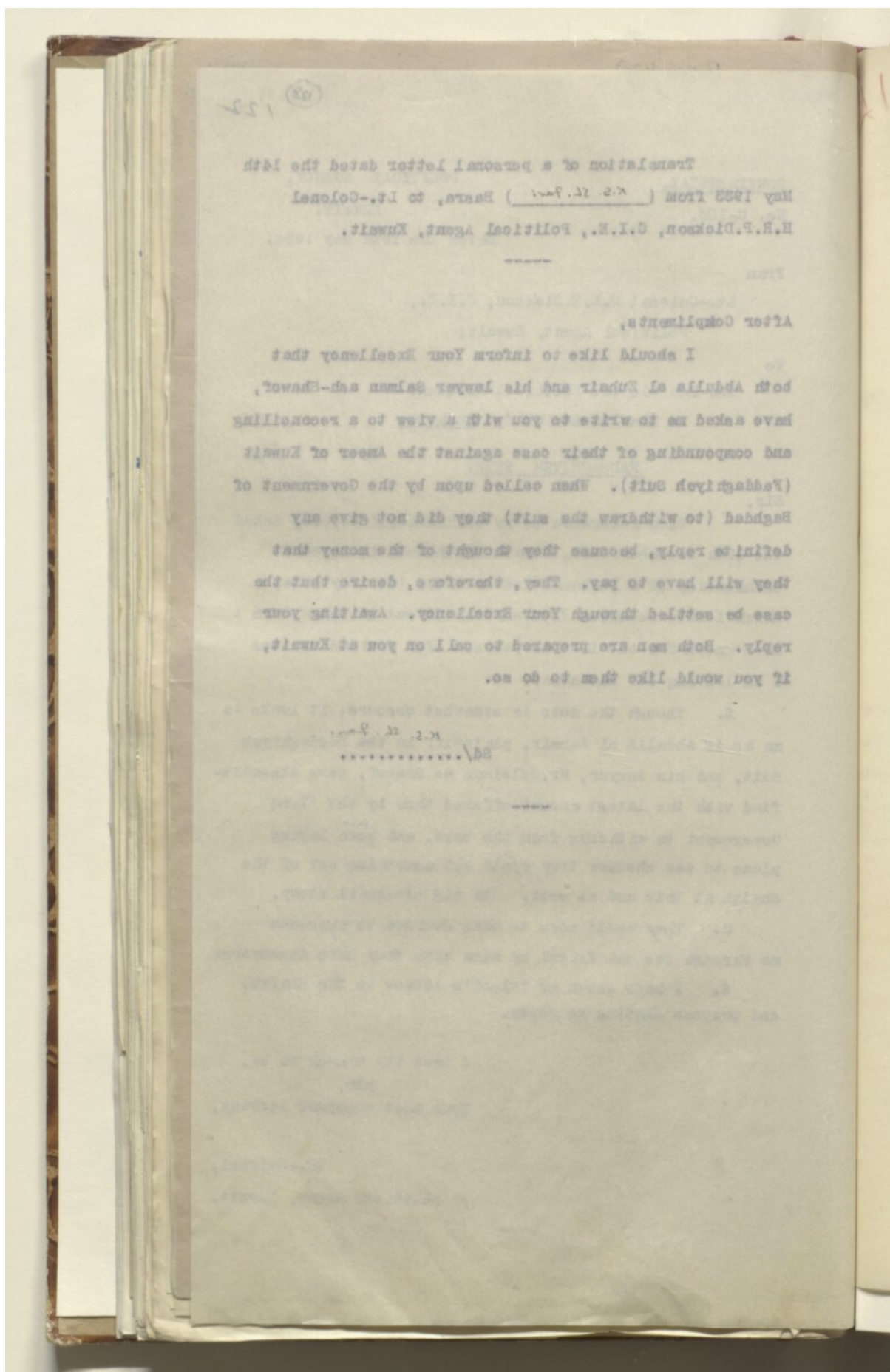
(128) 122

Translation of a personal letter dated the 14th
May 1933 from (K.S. Sh. Far:) Basra, to Lt.-Colonel
H.R.P. Dickson, C.I.E., Political Agent, Kuwait.

After Compliments,

I should like to inform Your Excellency that
both Abdulla al Zuhair and his lawyer Salman ash-Shawof,
have asked me to write to you with a view to a reconciling
and compounding of their case against the Ameer of Kuwait
(Faddaghiyeh Suit). When called upon by the Government of
Baghdad (to withdraw the suit) they did not give any
definite reply, because they thought of the money that
they will have to pay. They, therefore, desire that the
case be settled through Your Excellency. Awaiting your
reply. Both men are prepared to call on you at Kuwait,
if you would like them to do so.

K.S. Sh. Far:
Sd/.....





15
2
CONFIDENTIAL.

No.C-197.

123 (m)
POLITICAL AGENCY,
KUWAIT.

Dated the 29th May 1934.

From

Lt.-Colonel H.R.P.Dickson, C.I.E.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, Bushire;

Anti-Kuwait Propaganda in the 'Iraq Press.

Sir,

p. & file 11
p. 12
With reference to your Printed Confidential Letter
No.C/211, dated the 15th May 1934 and enclosures, I have
the honour to enclose translation of

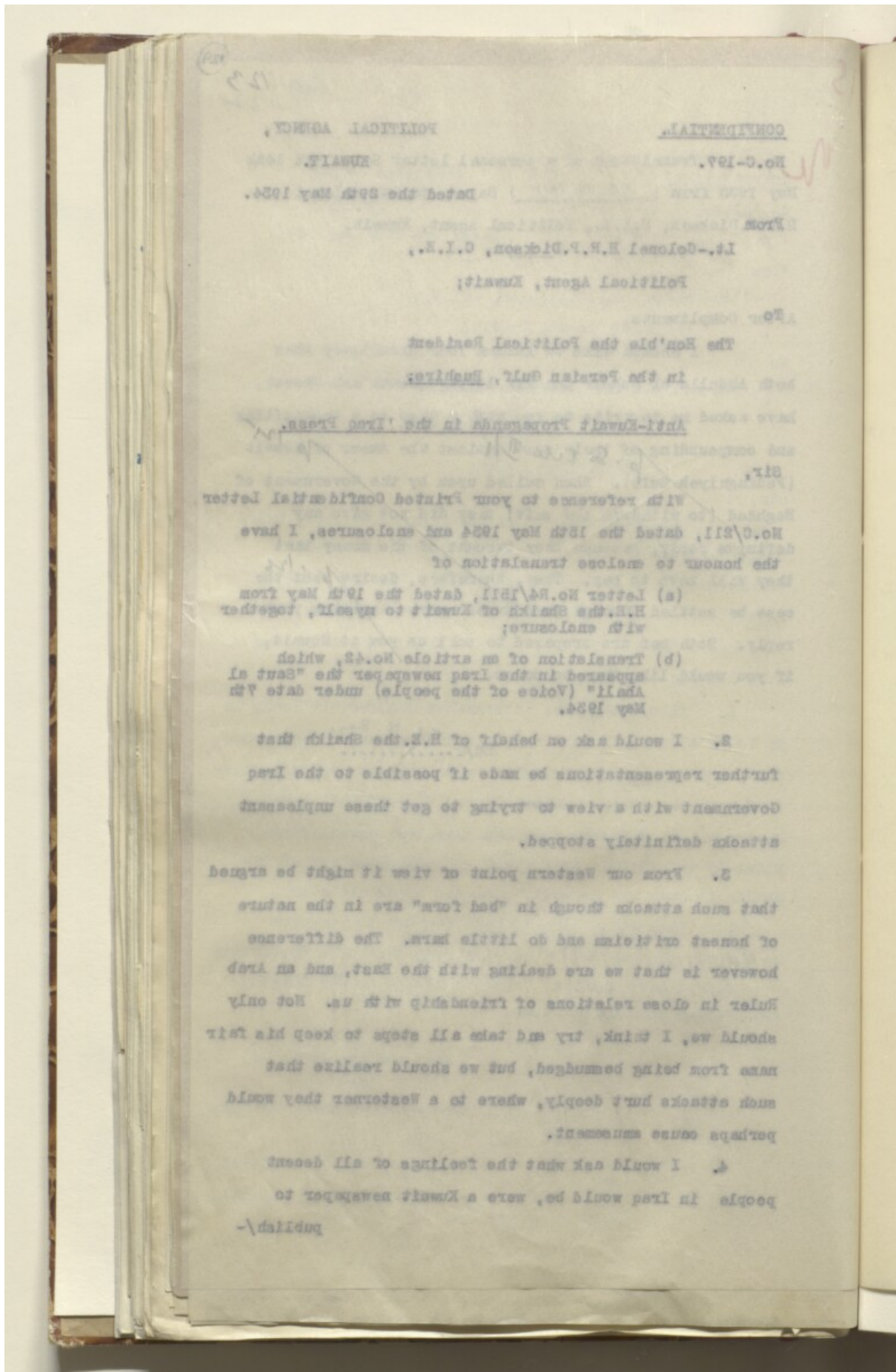
- (a) Letter No.R4/1511, dated the 19th May from
H.E.the Shaikh of Kuwait to myself, together
with enclosure;
- (b) Translation of an article No.42, which
appeared in the Iraq newspaper the "Saut al
Ahali" (Voice of the people) under date 7th
May 1934.

2. I would ask on behalf of H.E.the Shaikh that
further representations be made if possible to the Iraq
Government with a view to trying to get these unpleasant
attacks definitely stopped.

3. From our Western point of view it might be argued
that such attacks though in "bad form" are in the nature
of honest criticism and do little harm. The difference
however is that we are dealing with the East, and an Arab
Ruler in close relations of friendship with us. Not only
should we, I think, try and take all steps to keep his fair
name from being besmudged, but we should realize that
such attacks hurt deeply, where to a Westerner they would
perhaps cause amusement.

4. I would ask what the feelings of all decent
people in Iraq would be, were a Kuwait newspaper to

publish/-





124 (130)
- 2 -

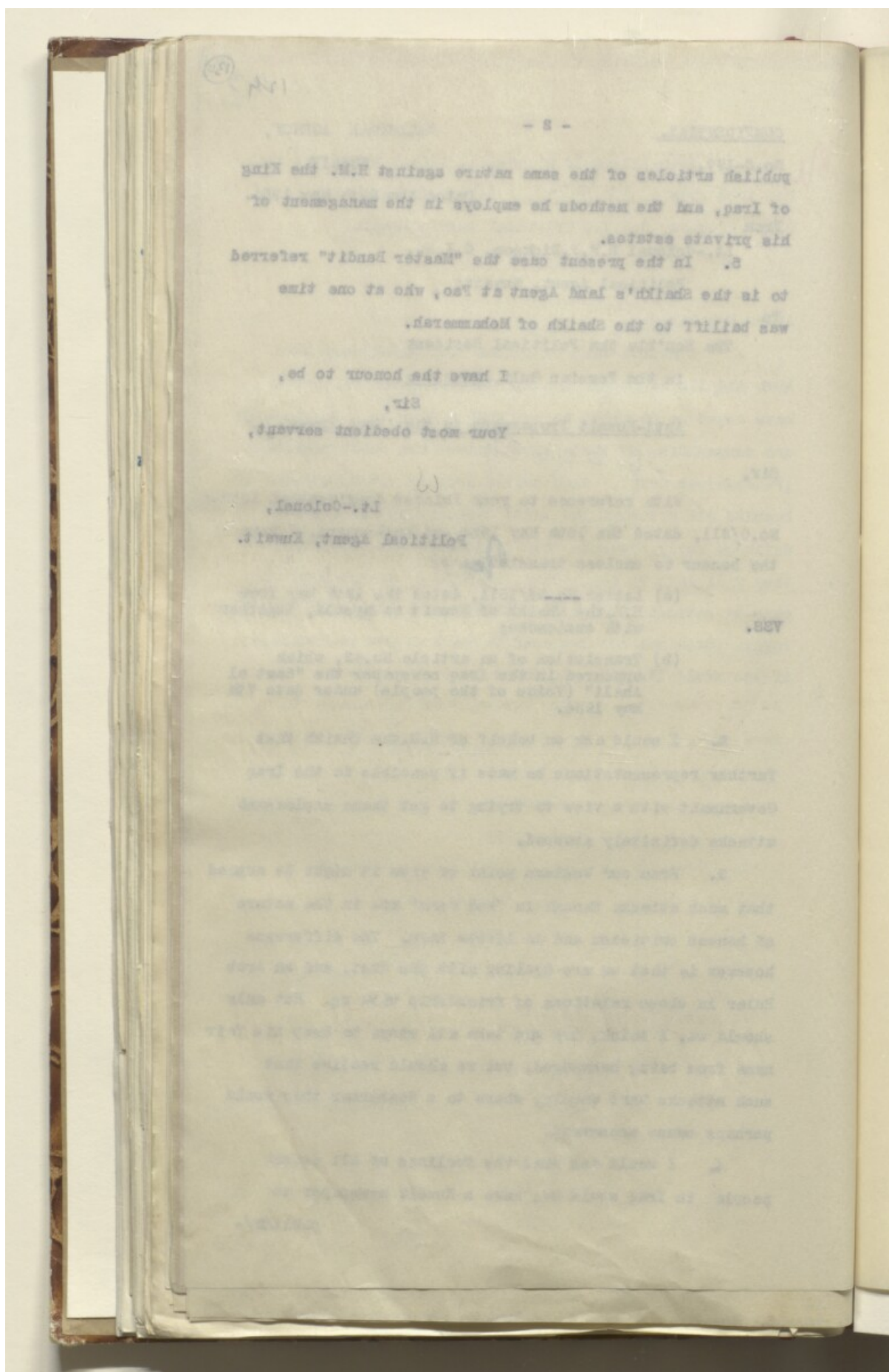
publish articles of the same nature against H.M. the King of Iraq, and the methods he employs in the management of his private estates.

5. In the present case the "Master Bandit" referred to is the Shaikh's land Agent at Fao, who at one time was bailiff to the Shaikh of Mohammerah.

I have the honour to be,
Sir,
Your most obedient servant,

W
Lt.-Colonel,
Political Agent, Kuwait.
Jc

VSS.





125 (131)
Translation of a letter No.R4/1511, dated the
5th Safar 1353, equivalent to the 19th May 1934, from
His Excellency the Ruler of Kuwait to the Political Agent,
Kuwait.

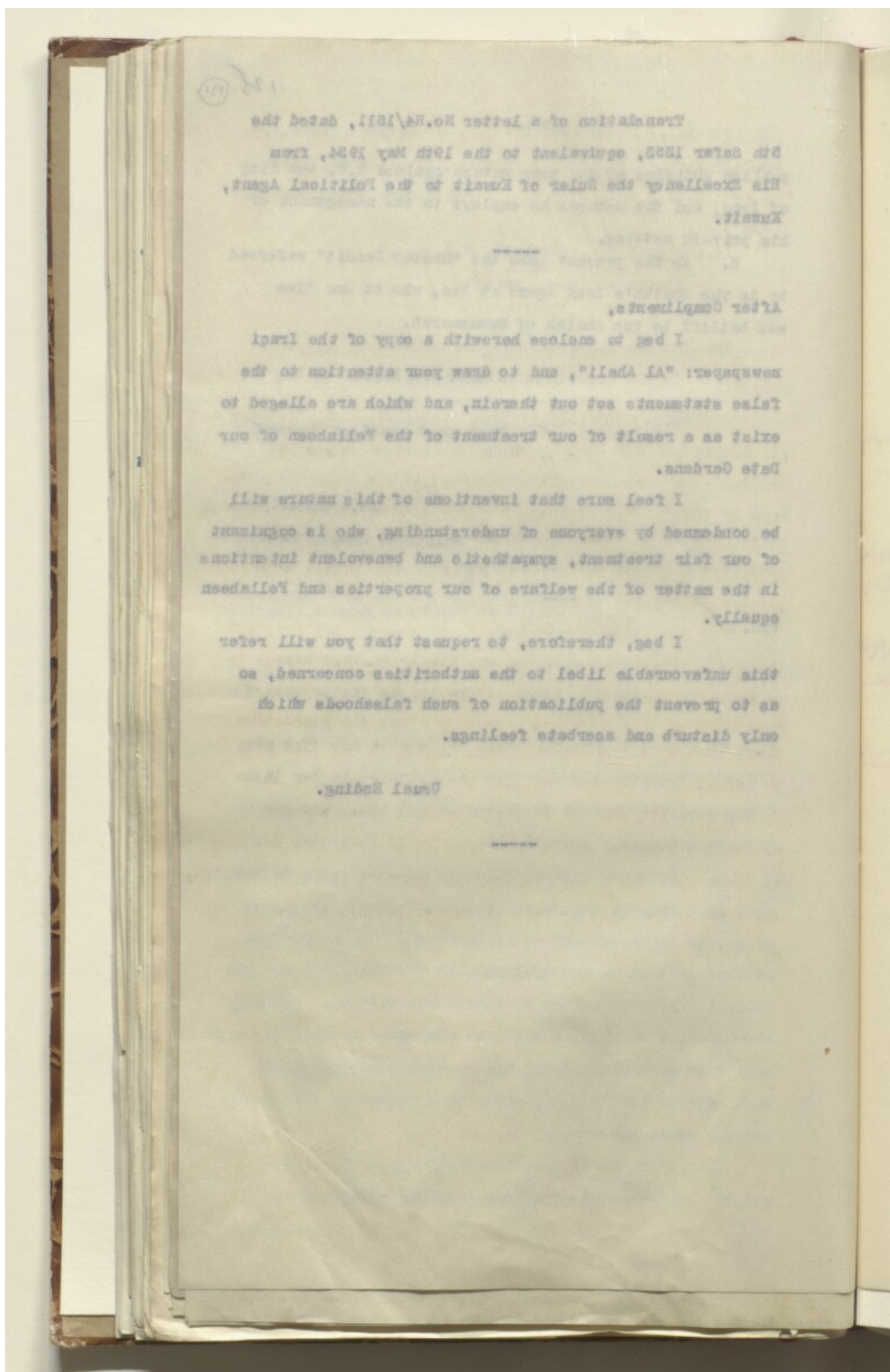
After Compliments,

I beg to enclose herewith a copy of the Iraqi
newspaper: "Al Ahali", and to draw your attention to the
false statements set out therein, and which are alleged to
exist as a result of our treatment of the Fellaheen of our
Date Gardens.

I feel sure that inventions of this nature will
be condemned by everyone of understanding, who is cognizant
of our fair treatment, sympathetic and benevolent intentions
in the matter of the welfare of our properties and Fellaheen
equally.

I beg, therefore, to request that you will refer
this unfavourable libel to the authorities concerned, so
as to prevent the publication of such falsehoods which
only disturb and acerbate feelings.

Usual Ending.





126 (132)
Translation of an article which appeared in the
"Sout al Ahali" newspaper of Baghdad, No.42, dated the
7th May 1934.

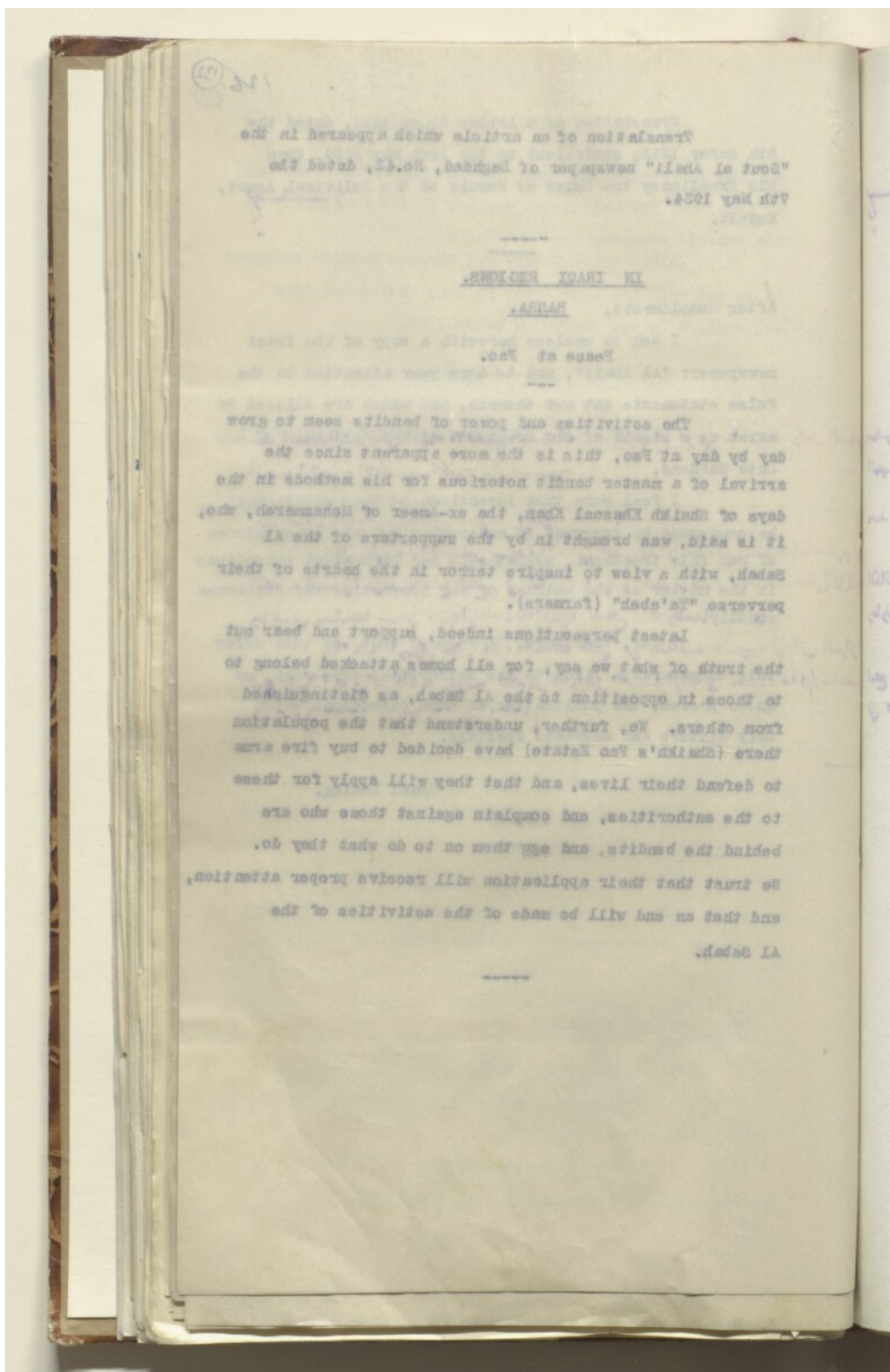
IN IRAQI REGIONS.

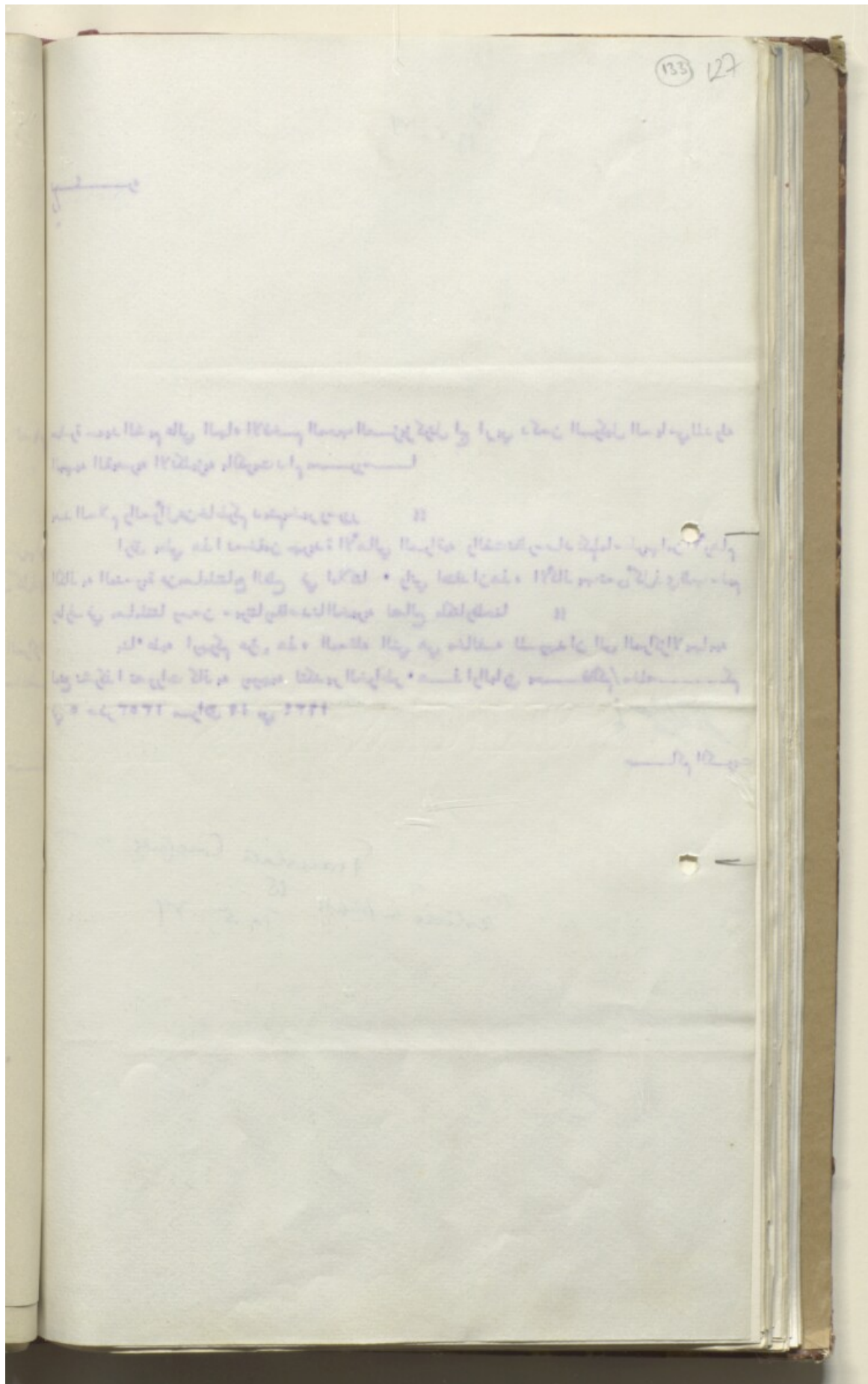
BASRA.

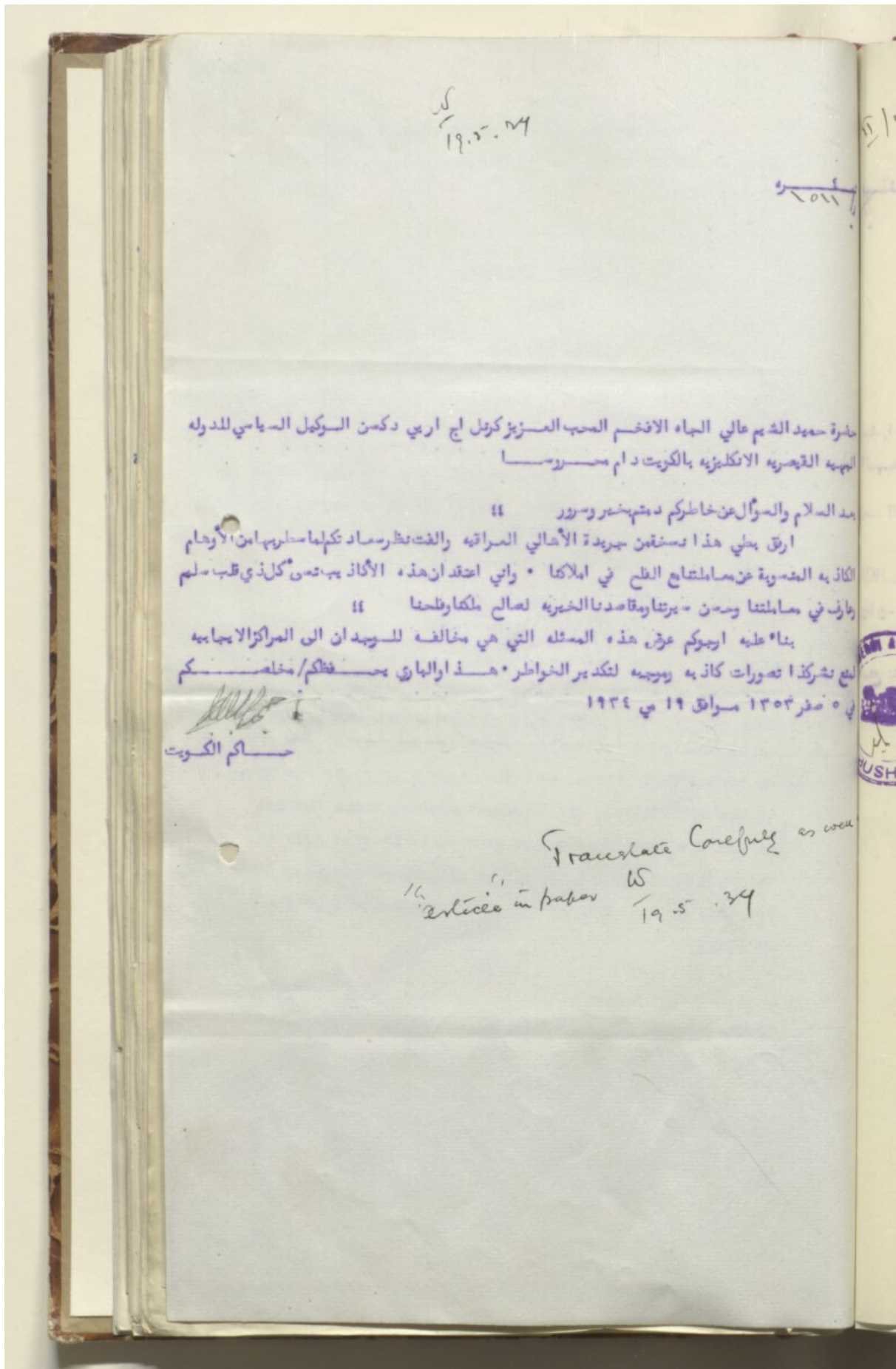
Peace at Fao.

The activities and power of bandits seem to grow day by day at Fao, this is the more apparent since the arrival of a master bandit notorious for his methods in the days of Shaikh Khazaal Khan, the ex-Ameer of Mohammerah, who, it is said, was brought in by the supporters of the Al Sabah, with a view to inspire terror in the hearts of their perverse "Ta'abah" (farmers).

Latest persecutions indeed, support and bear out the truth of what we say, for all homes attacked belong to those in opposition to the Al Sabah, as distinguished from others. We, further, understand that the population there (Shaikh's Fao Estate) have decided to buy fire arms to defend their lives, and that they will apply for these to the authorities, and complain against those who are behind the bandits, and egg them on to do what they do. We trust that their application will receive proper attention, and that an end will be made of the activities of the Al Sabah.









(134)

128

CONFIDENTIAL.

No. 494-S of 1934.

R.N. 488
7.6.34.

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Secretary of State for India, London.
2. The Foreign Secretary to the Government of India Simla.
3. His Excellency the Ambassador, Baghdad.

and has the honour to transmit to him a copy of the undermentioned document (s)

British Consulate-General,
BUSHIRE.

Dated... 30th May 1934.

Reference to previous correspondence:

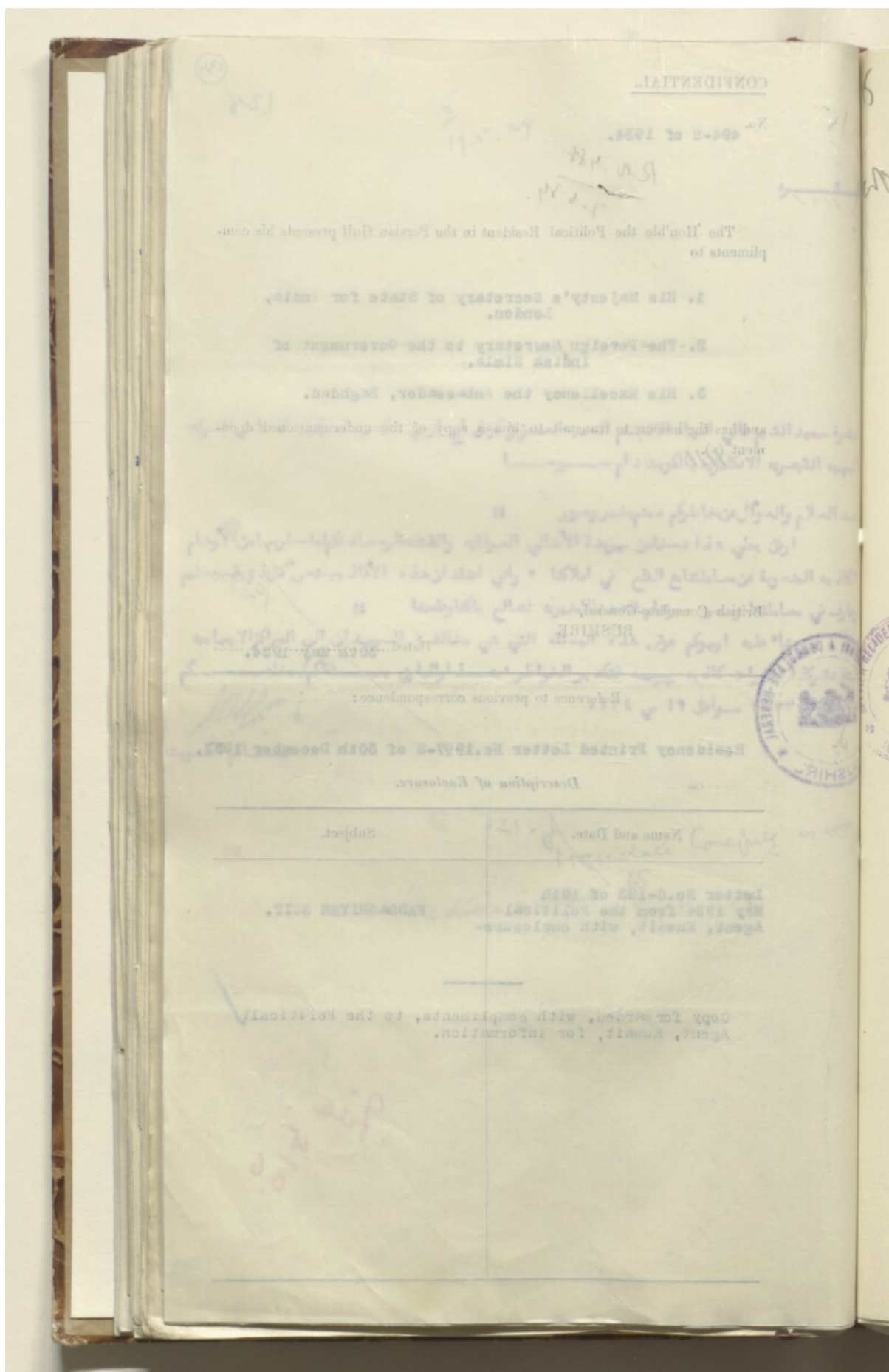
Residency Printed Letter No. 1997-S of 30th December 1933.

Description of Enclosure.

Name and Date.	Subject.
Letter No. C-183 of 19th May 1934 from the Political Agent, Kuwait, with enclosure-	FADDAGHIYEH SUIT.

Copy forwarded, with compliments, to the Political Agent, Kuwait, for information.

9-5-36





CONFIDENTIAL. *R.N. 571*
15.6.34 *14.6* (135) 129

my II/1

No 528-S of 1934.

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Secretary of State for India, London.
2. The Foreign Secretary to the Government of India, Simla.

and has the honour to transmit to him a copy of the undermentioned document (9/)

British Consulate-General,
BUSHIRE.

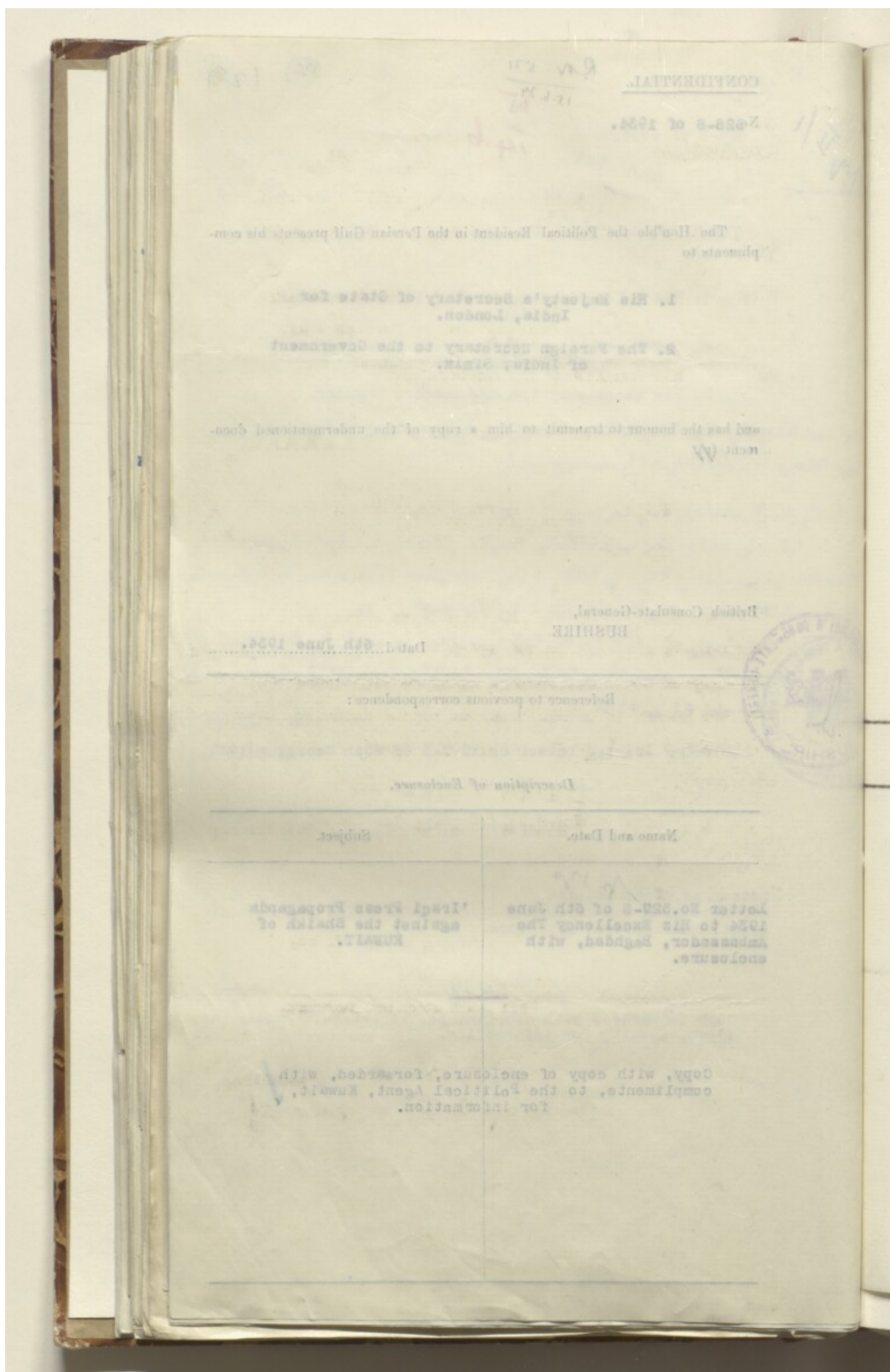
Dated 6th June 1934.

Reference to previous correspondence:

Description of Enclosure.

Name and Date.	Subject.
Letter No. 528-S of 6th June 1934 to His Excellency The Ambassador, Baghdad, with enclosure. <i>130</i>	'Iraqi Press Propaganda against the Shaikh of KUWAIT.

Copy, with copy of enclosure, forwarded, with compliments, to the Political Agent, Kuwait, for information. ✓





(136) 120
Confidential.

No.527-S of 1934.

British Residency & Consulate-General,

BUSHIRE, the 6th JUNE, 1934.

From - The Hon'ble Lieut.-Colonel T.C.Fowle, C.B.E.,
Political Resident in the Persian Gulf,

To - His Excellency The Ambassador,
British Embassy,
B a g d a d.

Subject: 'Iraqi Press Propaganda against
the Shaikh of Kuwait.

Sir,

In continuation of correspondence ending with Your
Excellency's despatch No.247 of 3rd May 1934 to His Majesty's
Secretary of State for Foreign Affairs, with enclosure, I
have the honour to enclose copy of letter No.C-197, dated
the 29th May 1934, from the Political Agent, Kuwait, with
enclosures.

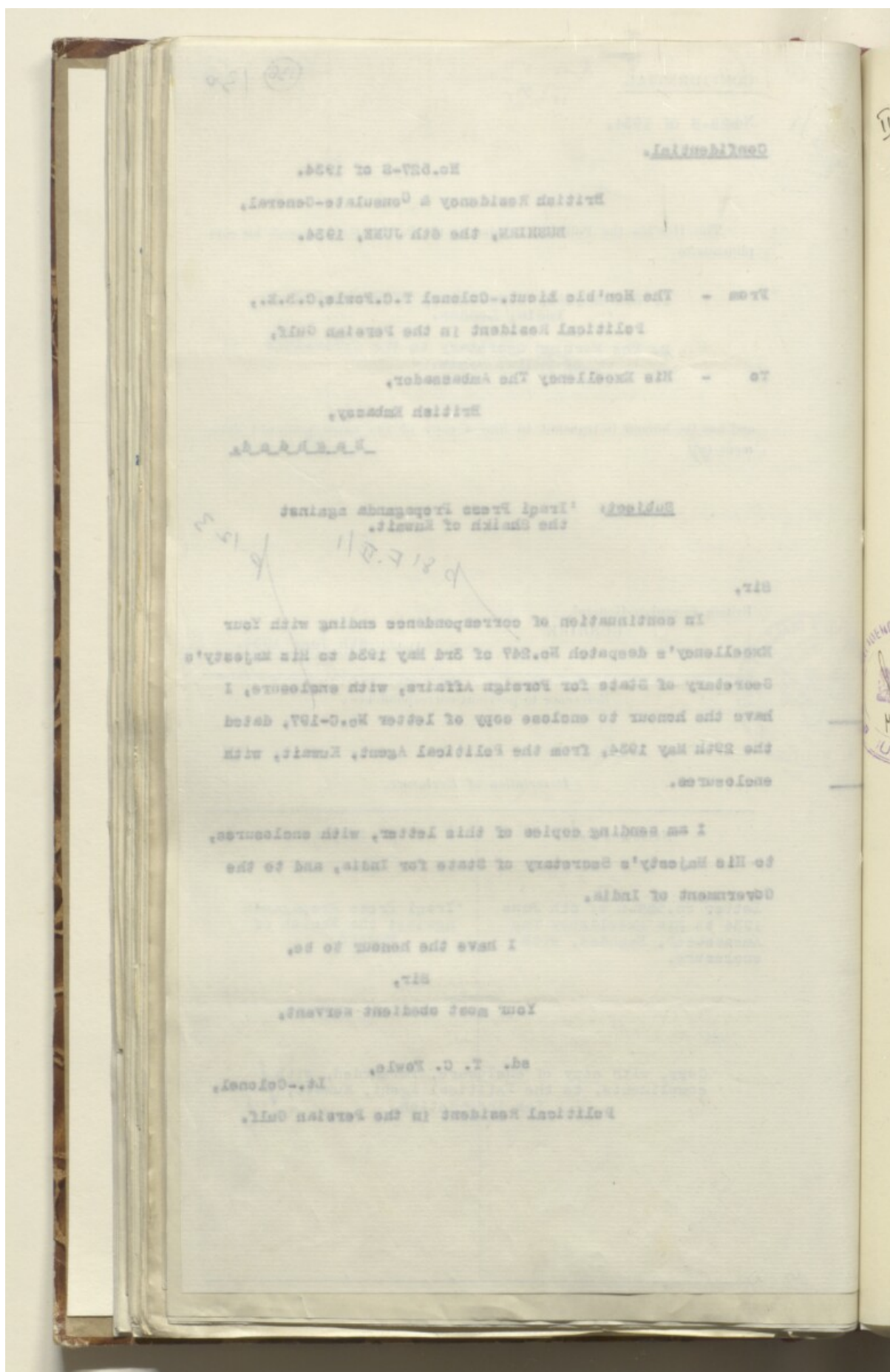
I am sending copies of this letter, with enclosures,
to His Majesty's Secretary of State for India, and to the
Government of India.

I have the honour to be,

Sir,

Your most obedient servant,

sd. T. C. Fowle, Lt.-Colonel,
Political Resident in the Persian Gulf.





CONFIDENTIAL.

No. 632-S of 1934.

(137) 131

R.N. 522
13.7.34.

H.S.
H.G.
12.7.34

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. The Foreign Secretary to the Government of India, Simla.
2. The Political Agent, Kuwait. ✓

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

Dated... 7th July 1934.

Reference to previous correspondence:

Description of Enclosure.

Name and Date.	Subject.
1. British Embassy, Baghdad, telegram No. dated the 26th June 1934.	p. 132
2. British Embassy, Baghdad, telegram dated the 30th June 1934.	p. 133
3. British Embassy, Baghdad, telegram No. 15 of 5th July 1934.	p. 134
4. Telegram No. 617 of 7th July 1934 to Secretary of State for India.	p. 135

Shaikh of Kuwait's date gardens in Iraq.

File ?

H.S.
13.7.34.

H.S.





Telegram R. (138) 132
From H.M.'s. Chargé d'Affaires, Baghdad.
To H.M.'s. Secretary of State for Foreign Affairs, London, No. 138.
Repeated (later) Political Resident, Bushire.
Dated 26th June received Bushire 6th July 1934.

Mumphrey's despatch No. 227.

King Ghazi is most anxious to settle this case without further delay and today his Private Secretary definitely undertook to validate Shaikh's title to all property claimed by Abdul Suhair on payment of £. 3000. This is the lowest sum which would enable claimant to free himself from financial embarrassment with his lawyers, who are in a position to retaliate strongly if disciplinary action is taken against them.

Objections to this proposal are

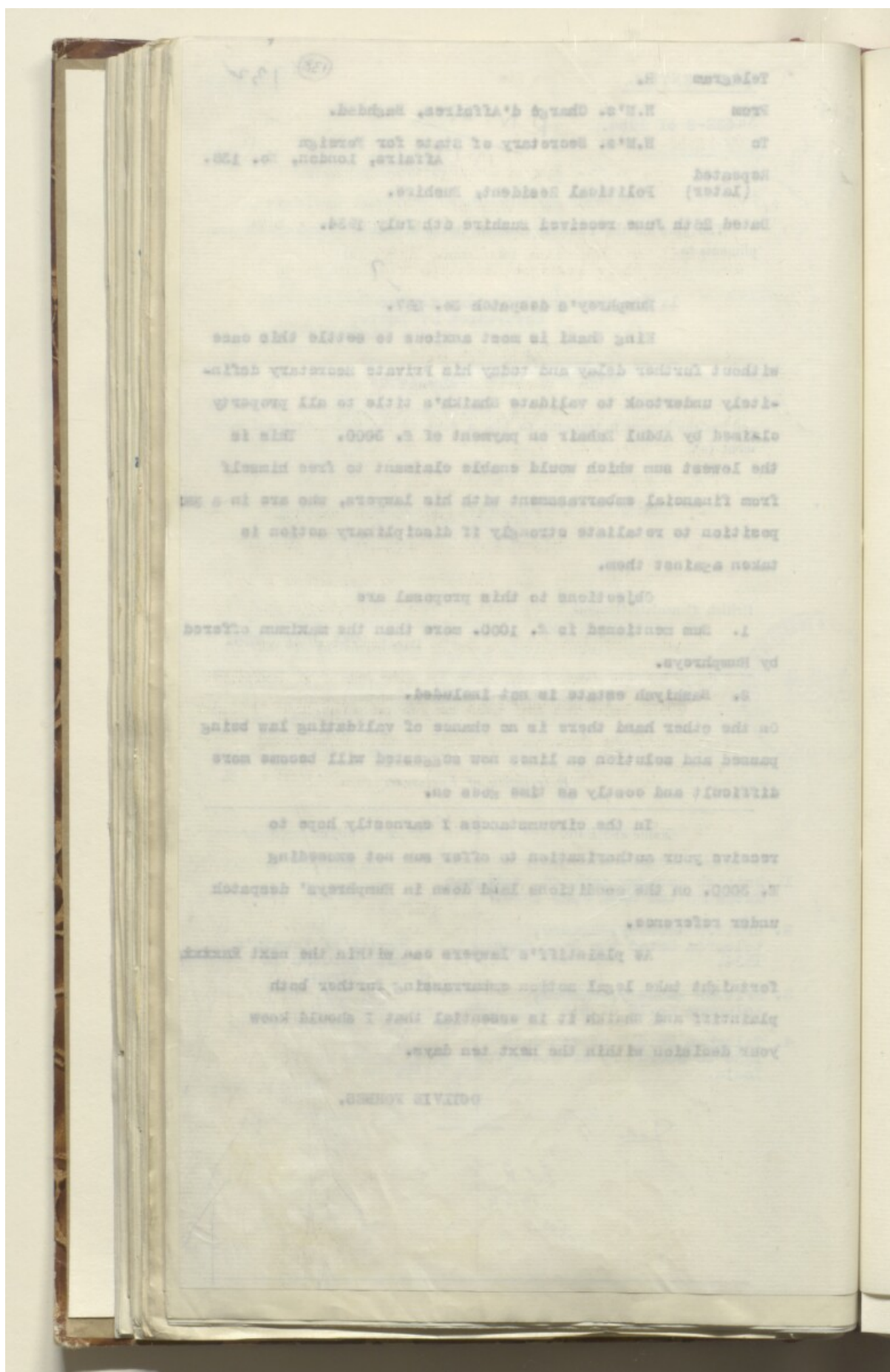
1. Sum mentioned is £. 1000. more than the maximum offered by Mumphreys.
2. Hashiyah estate is not included.

On the other hand there is no chance of validating law being passed and solution on lines now suggested will become more difficult and costly as time goes on.

In the circumstances I earnestly hope to receive your authorization to offer sum not exceeding £. 3000. on the conditions laid down in Mumphreys' despatch under reference.

As plaintiff's lawyers can within the next fortnight take legal action embarrassing further both plaintiff and Shaikh it is essential that I should know your decision within the next ten days.

Ogilvie Forbes.





53/11.

(139)

133

Telegram KK.
From H.M.'s. Charge d'Affaires, Baghdad.
To H.M.'s. Secretary of State for Foreign
Affairs, London, No. 141.
Repeated
(later) to Political Resident, Bushire.
Dated 30th June, received Bushire, 6th July 1934.

7
Your telegram No. 117.

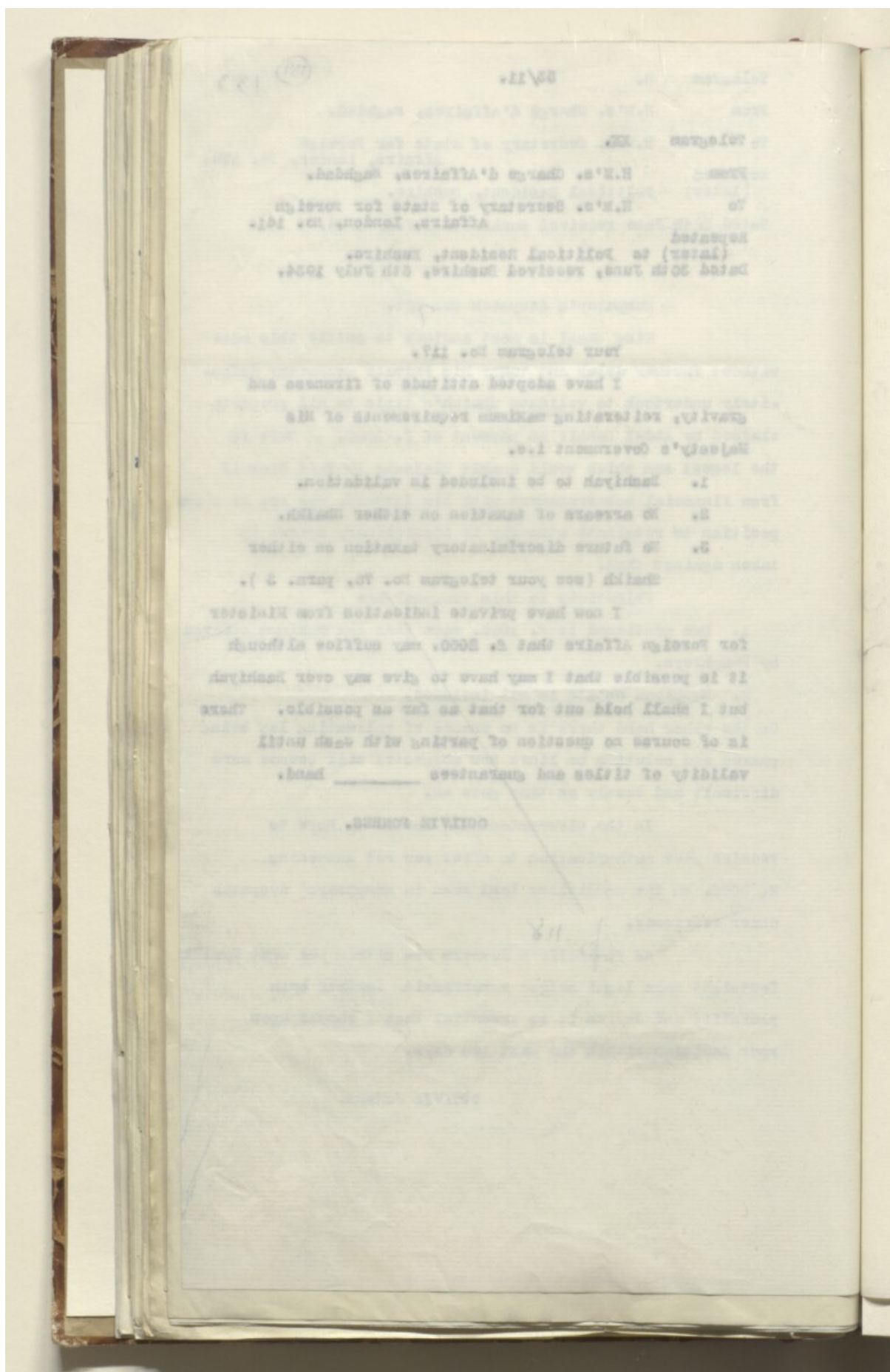
I have adopted attitude of firmness and gravity, reiterating maximum requirements of His Majesty's Government i.e.

1. Bashiya to be included in validation.
2. No arrears of taxation on either Shaikh.
3. No future discriminatory taxation on either Shaikh (see your telegram No. 78, para. 3).

I now have private indication from Minister for Foreign Affairs that £. 2000. may suffice although it is possible that I may have to give way over Bashiya but I shall hold out for that as far as possible. There is of course no question of parting with cash until validity of titles and guarantees _____ hand.

OGILVIE FORBES.

p. 118

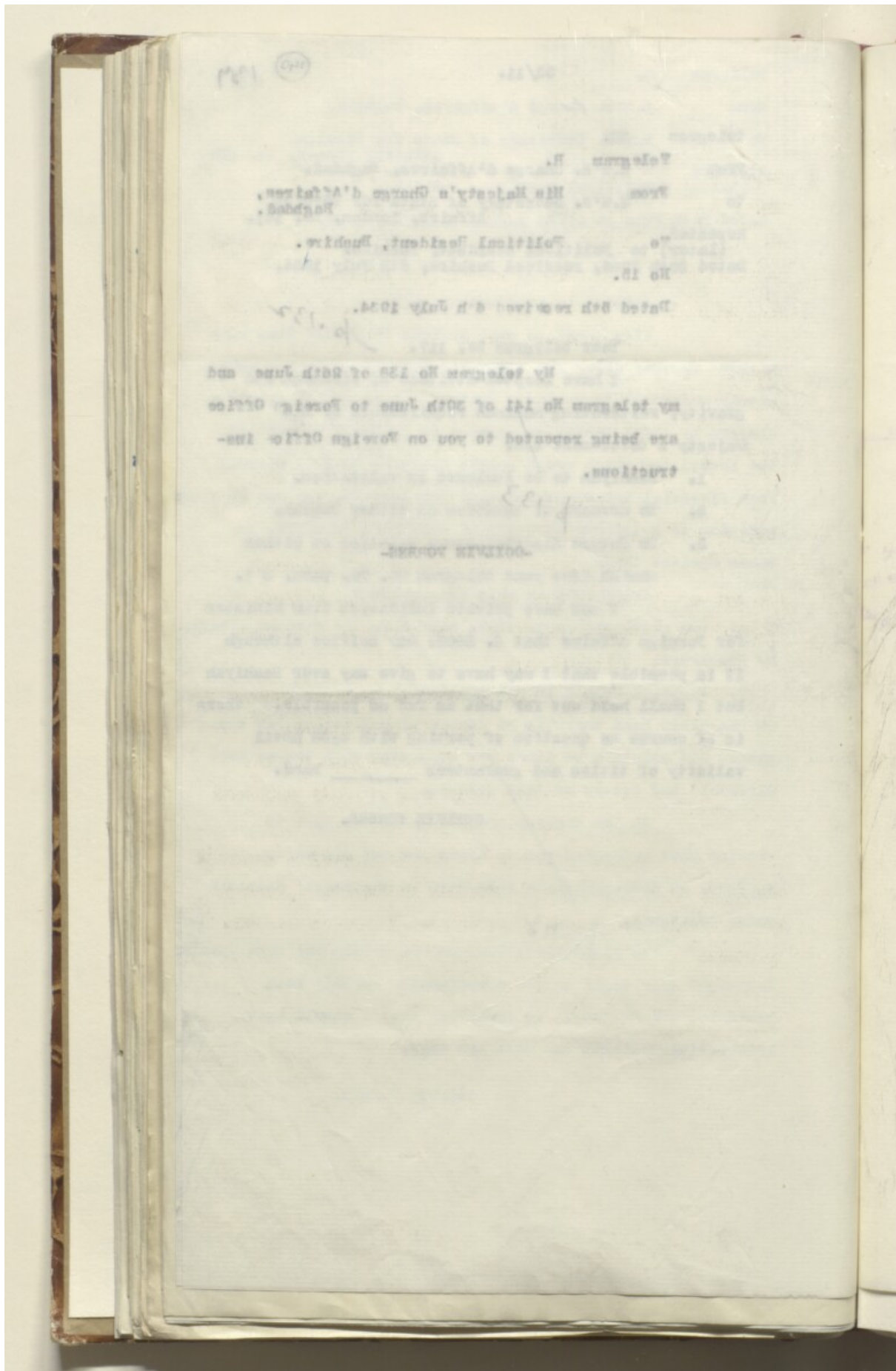




Telegram R.
From His Majesty's Charge d'Affaires,
Baghdad.
To Political Resident, Bushire.
No 15.
Dated 5th received 6th July 1934.

My telegram No 138 of 26th June and
my telegram No 141 of 30th June to Foreign Office
are being repeated to you on Foreign Office ins-
tructions.

-OGILVIE FORBES-





(141)
135

Telegram XX.
From Political Resident, Bushire.
To H.M.'s Secretary of State for India, London.
Repeated to H.M.'s Charge d'Affaires, Baghdad.
Copy by post Government of India, Foreign and Political
 Department, Simla.

No. 617

Dated 7th July 1934.

p. 132 p. 133
Baghdad telegrams to Foreign Office

Nos. 139 and 141.

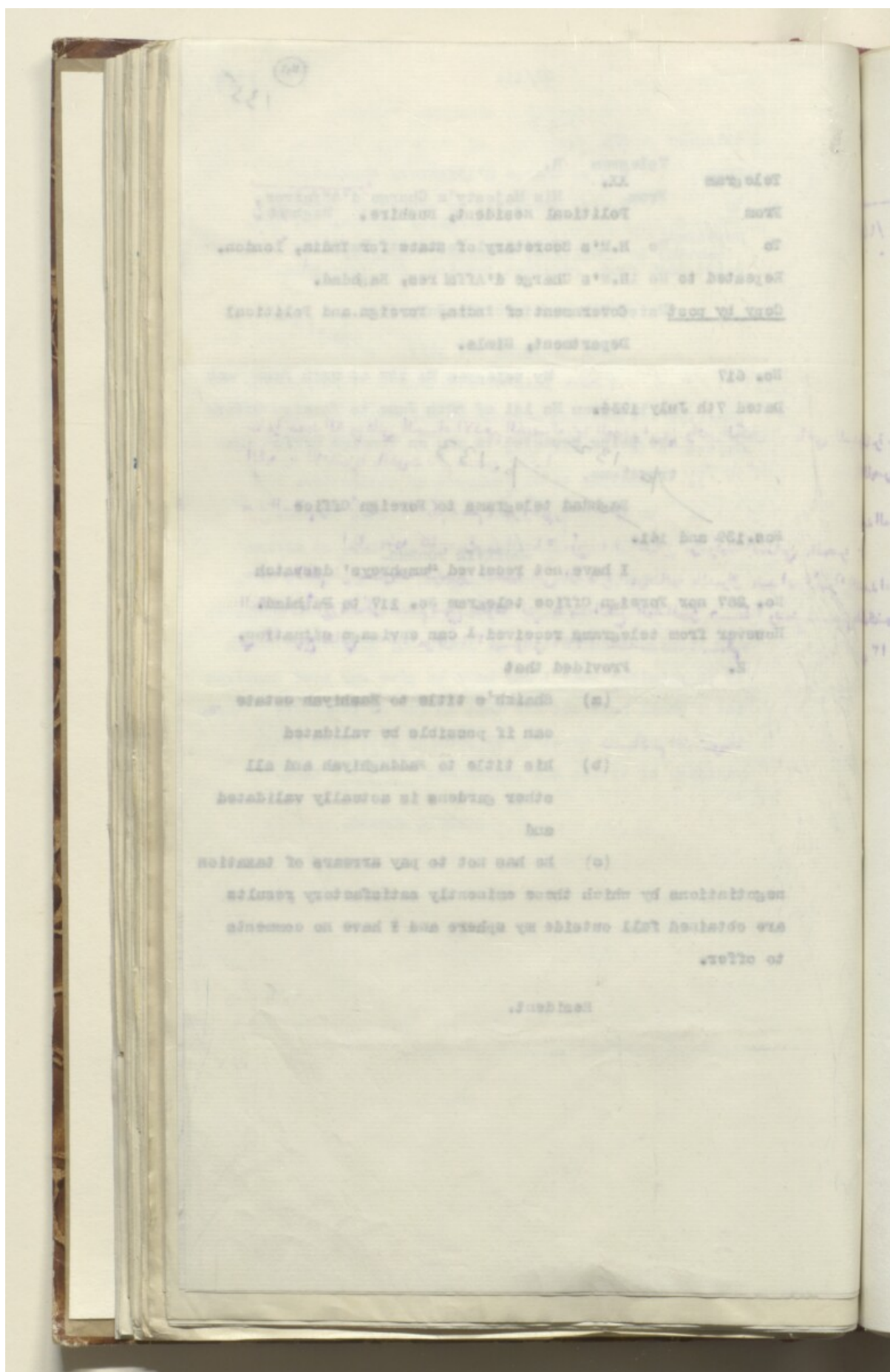
I have not received "Lampreys" despatch
No. 227 nor Foreign Office telegram No. 117 to Baghdad.
However from telegrams received I can envisage situation.

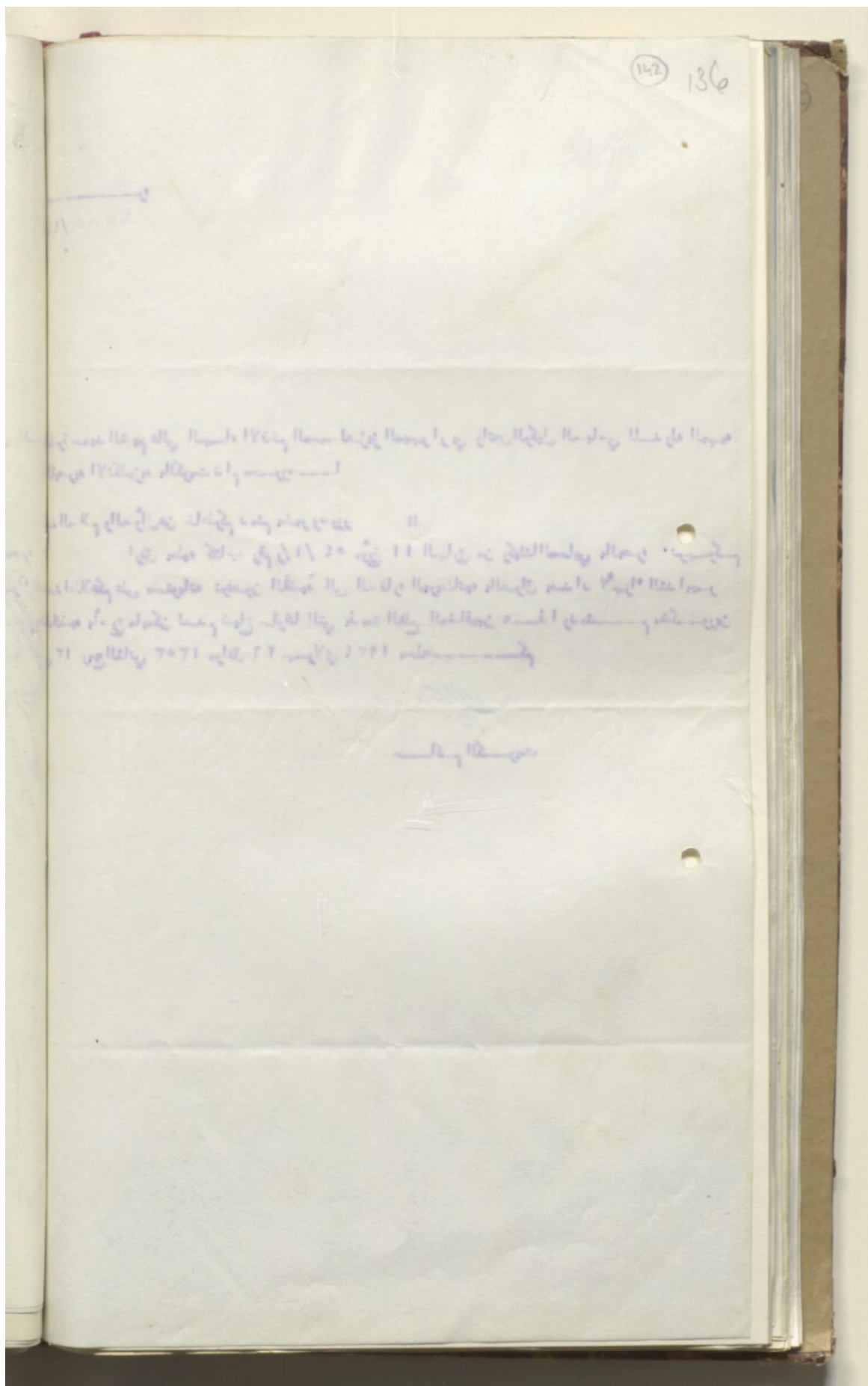
2. Provided that

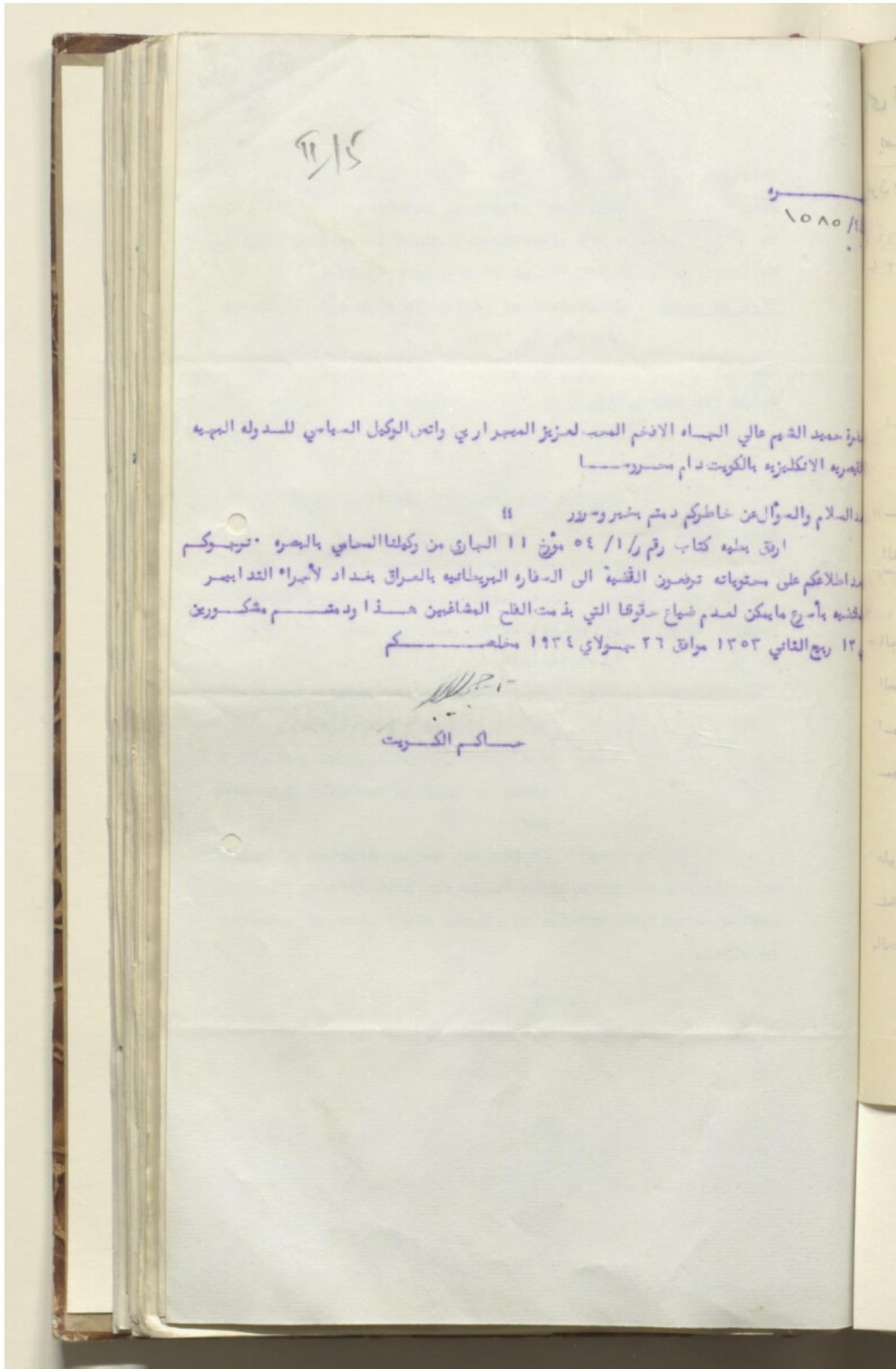
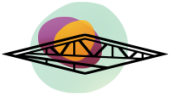
- (a) Shaikh's title to Bashiya estate
 can if possible be validated
- (b) his title to Faddaghiyah and all
 other gardens is actually validated
 and
- (c) he has not to pay arrears of taxation

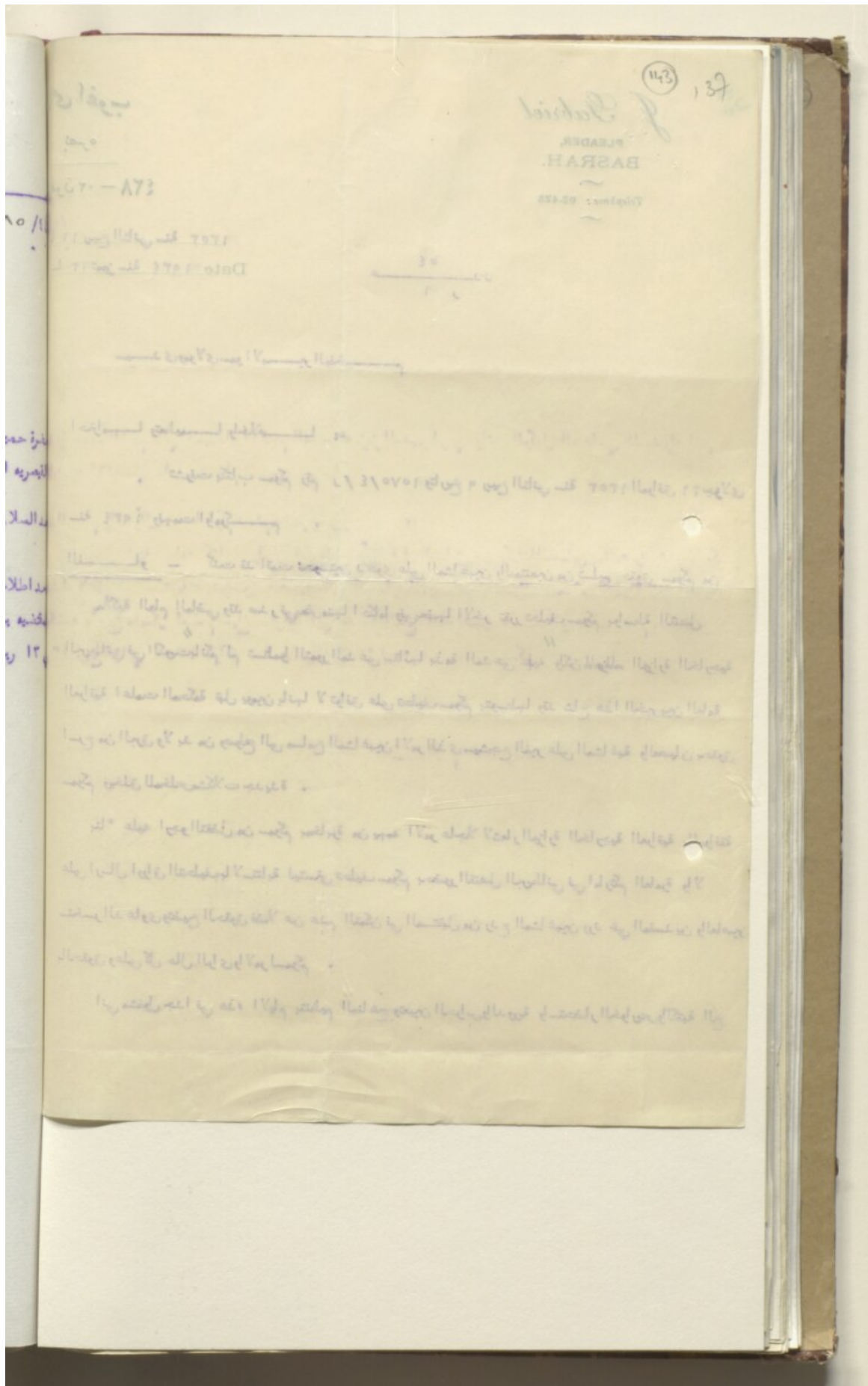
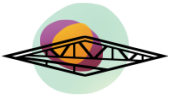
negotiations by which these eminently satisfactory results
are obtained fall outside my sphere and I have no comments
to offer.

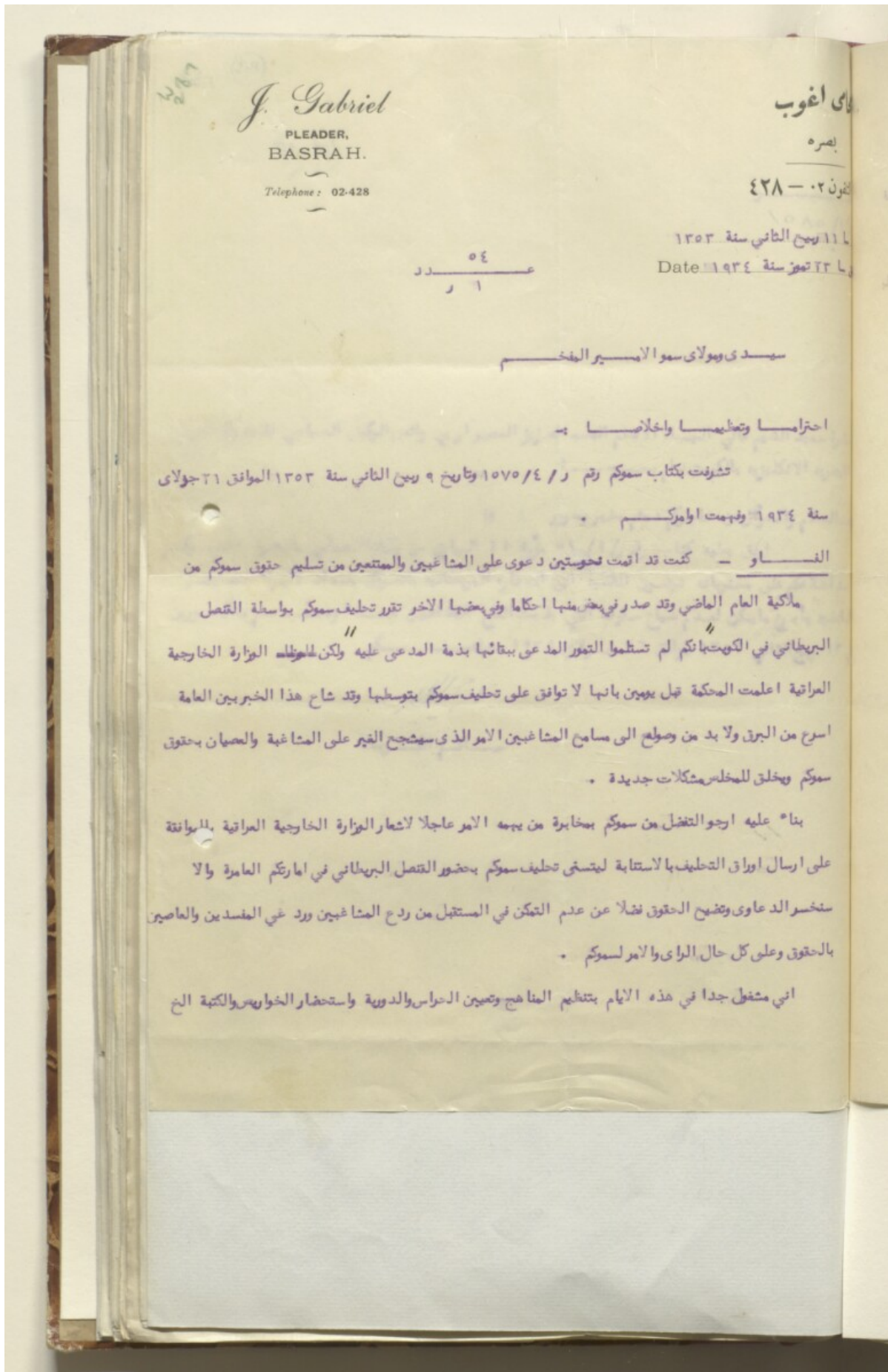
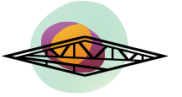
Resident.

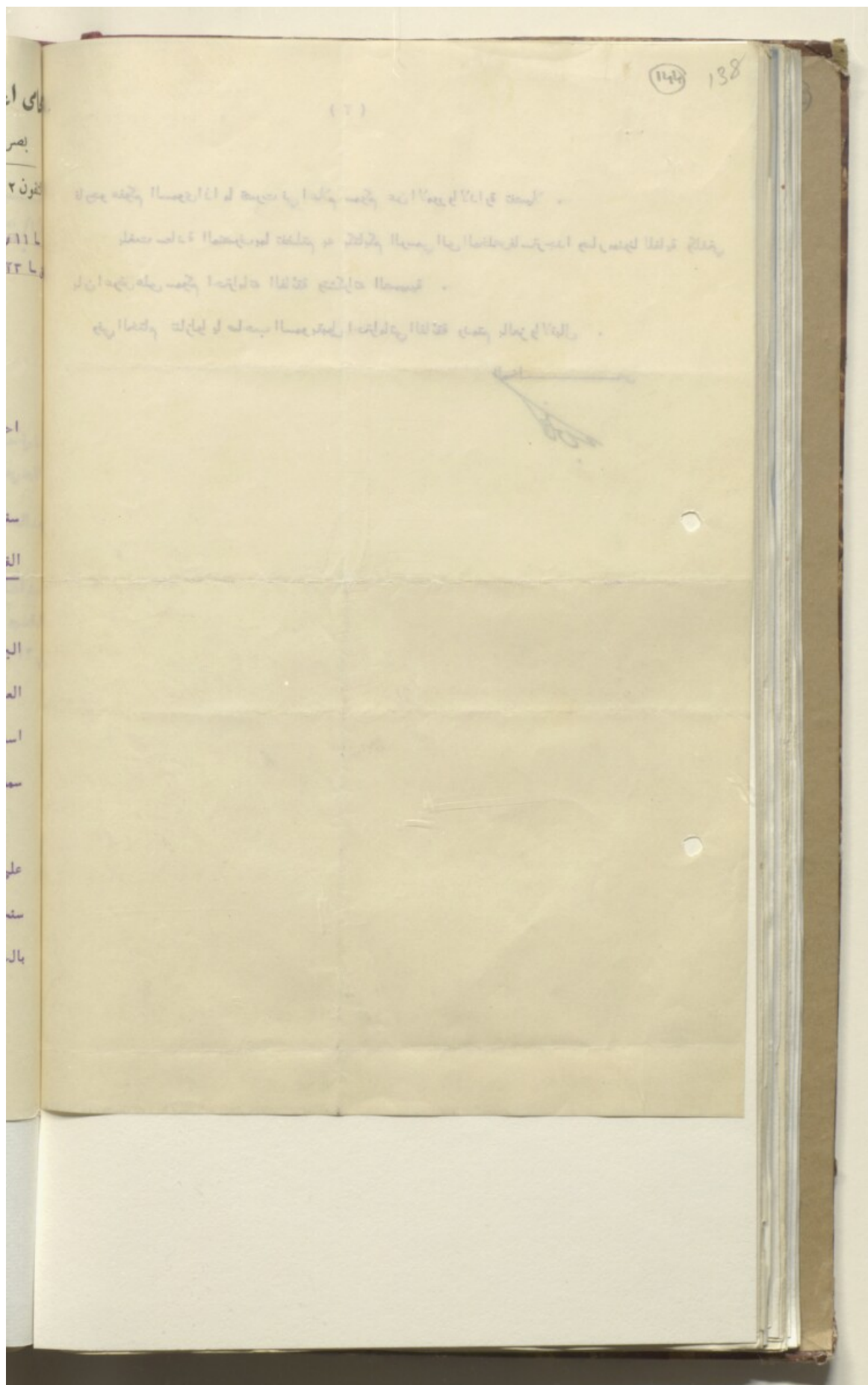


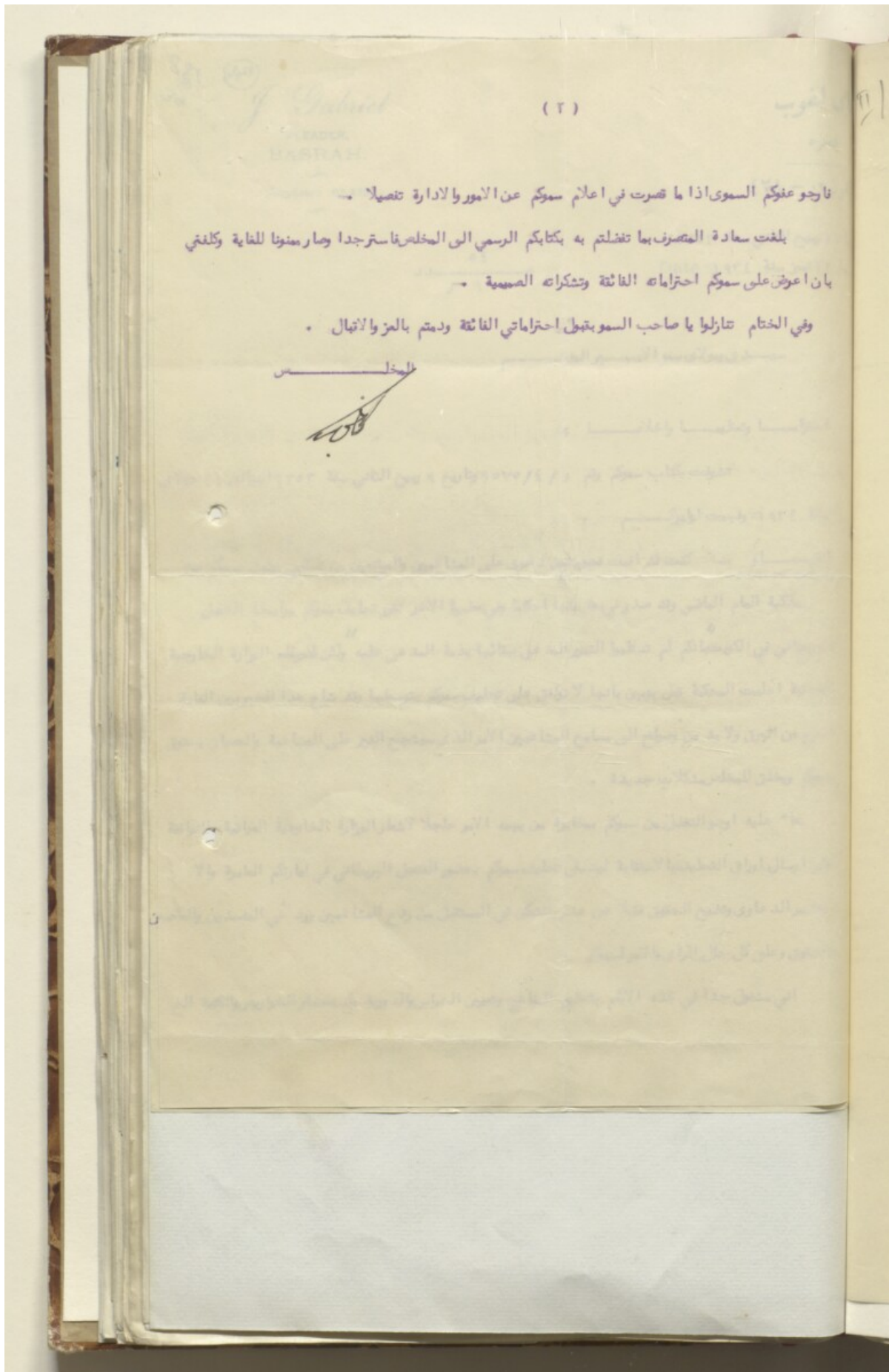
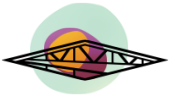


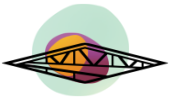












11/5
CONFIDENTIAL.

C-223.

POLITICAL AGENCY, 139

KUWAIT. (145)

Dated the 28th July 1934.

From

Major R.P. Watts, I.A.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, BUSHIRE.

Shaikh of Kuwait's Date Gardens in Iraq.

Sir, p. 144 p. 145

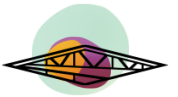
I have the honour to forward herewith copy of letter received from His Excellency the Shaikh, with enclosure, on the above subject.

It would appear from the Lawyer's letter - copy of which forms the enclosure to that of the Shaikh - that the Basrah Court had forwarded to the Ministry of Foreign Affairs in Baghdad for transmission through the usual channels to the Shaikh of Kuwait, a statement required for evidence, to be sworn to by the Shaikh and attested by the Qazi in Kuwait. File 32/1 Vol. E (now-conf.) p. 141

2. It now appears that the Ministry of Foreign Affairs has objected to this procedure although it has already been followed in a similar case in 1933, vide Embassy Minute No. 14, dated the 4th August 1933 (copy attached). The only alternative, for the Shaikh to accept a summons to proceed to Basrah and give the evidence personally - which is apparently what the Ministry of Foreign Affairs requires - has already been ruled out of the question, vide letter No. R/2/914, dated the 13th April, from H.E. the Shaikh of Kuwait, a copy of which was forwarded to you under Kuwait No. 76, dated the 22nd April 1934. p. 69 Vol. 2

3. In view of the circumstances of the case, as explained above, I would request, if you see no objection, that His Majesty's Ambassador at Baghdad might be asked to

request/



- 2 -

(146)

140

request the Minister of Foreign Affairs to allow the former
procedure to be carried out.

I have the honour to be,

Sir,

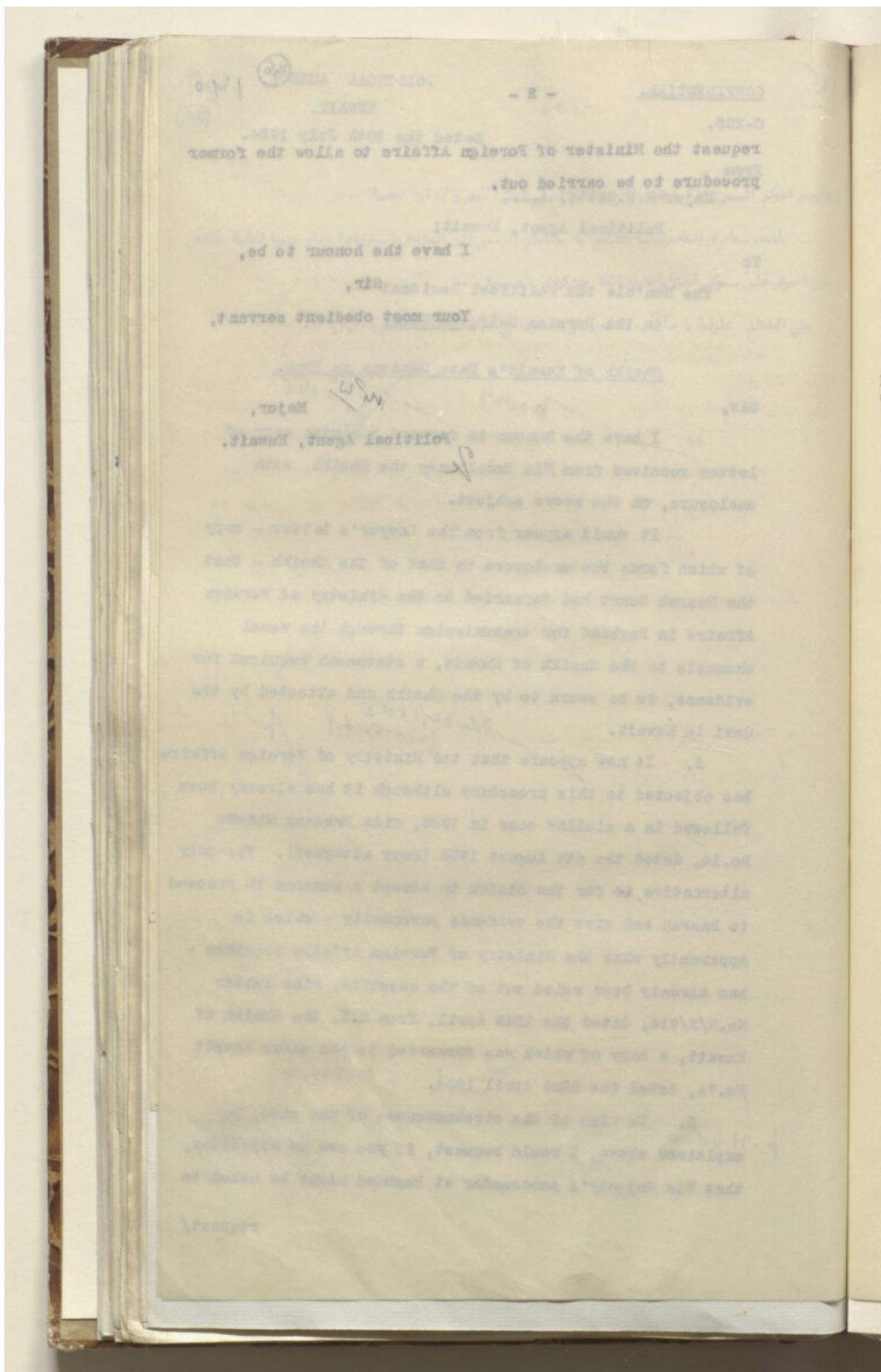
Your most obedient servant,

m^W

Major,

Political Agent, Kuwait.

7c





COPY.

original in file 32/1 Vol II

141 (147)

No. 14.

(324/36/33)

His Majesty's Embassy at Baghdad present their compliments to the Political Agent at Kuwait and have the honour to transmit a copy of the marginally noted No. 6429 memorandum from the Iraqi Ministry of Foreign Affairs, dated 12.7.33 together with the document mentioned therein in original.

2. His Majesty's Embassy will be obliged, provided you see no objection, if the oath contained therein can be administered to His Excellency the Ruler of Kuwait as requested by the Ministry.

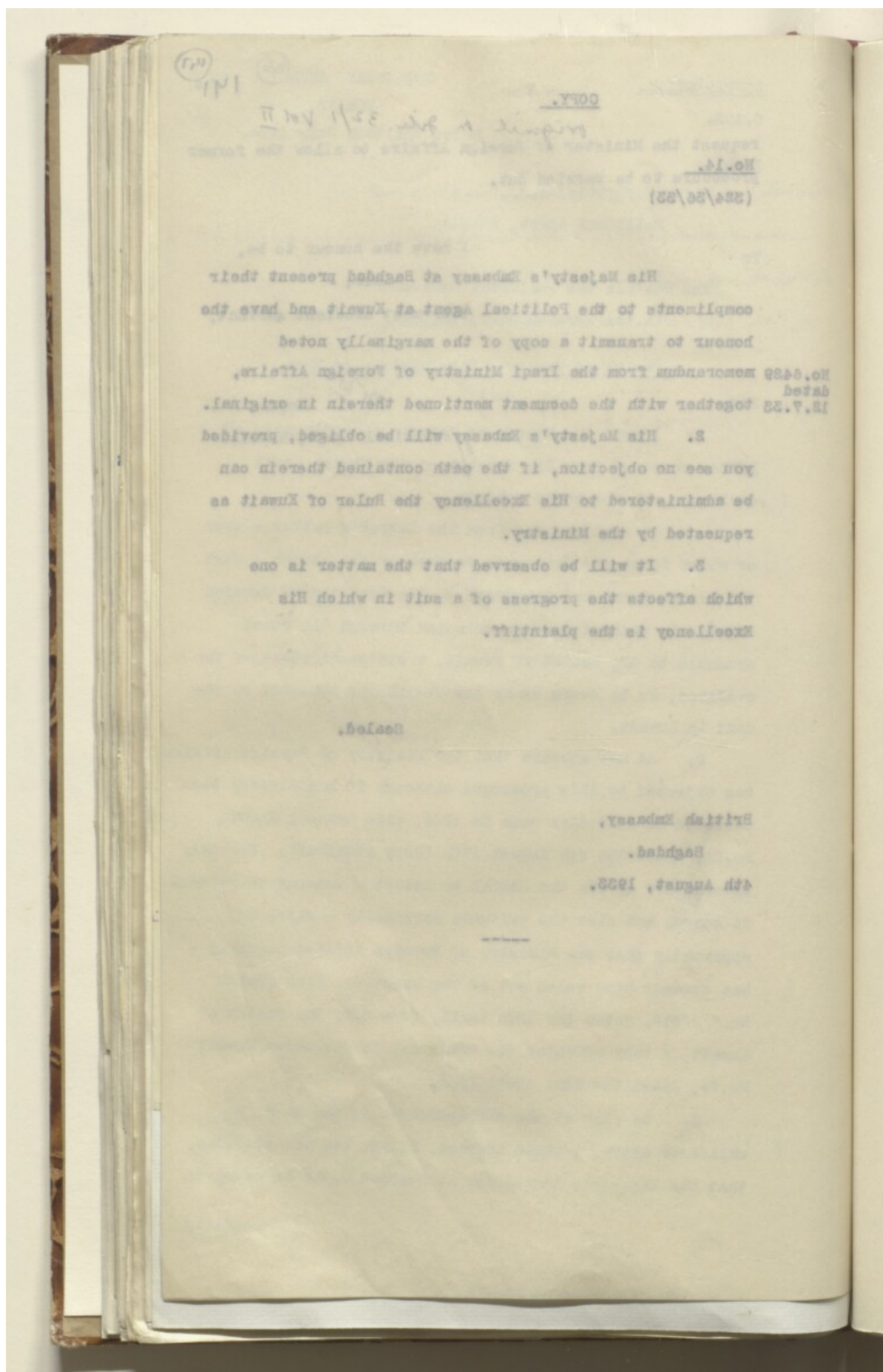
3. It will be observed that the matter is one which affects the progress of a suit in which His Excellency is the plaintiff.

Sealed.

British Embassy,

Baghdad.

4th August, 1933.





Telegram G.T.C.

From Political Agent, Kuwait.

To Political Resident in the Persian Gulf, Bushire.

No. 226.

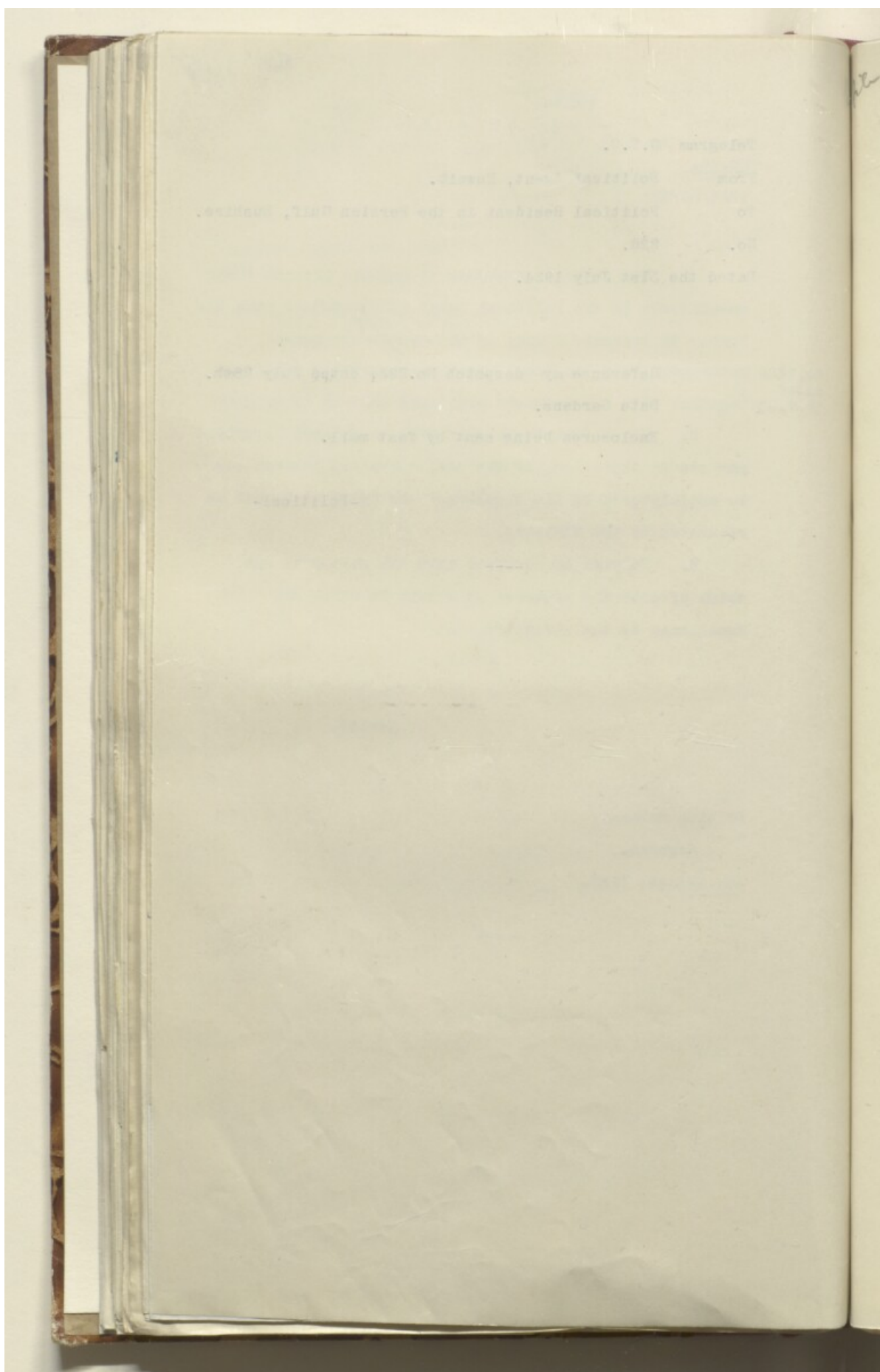
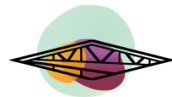
Dated the 31st July 1934.

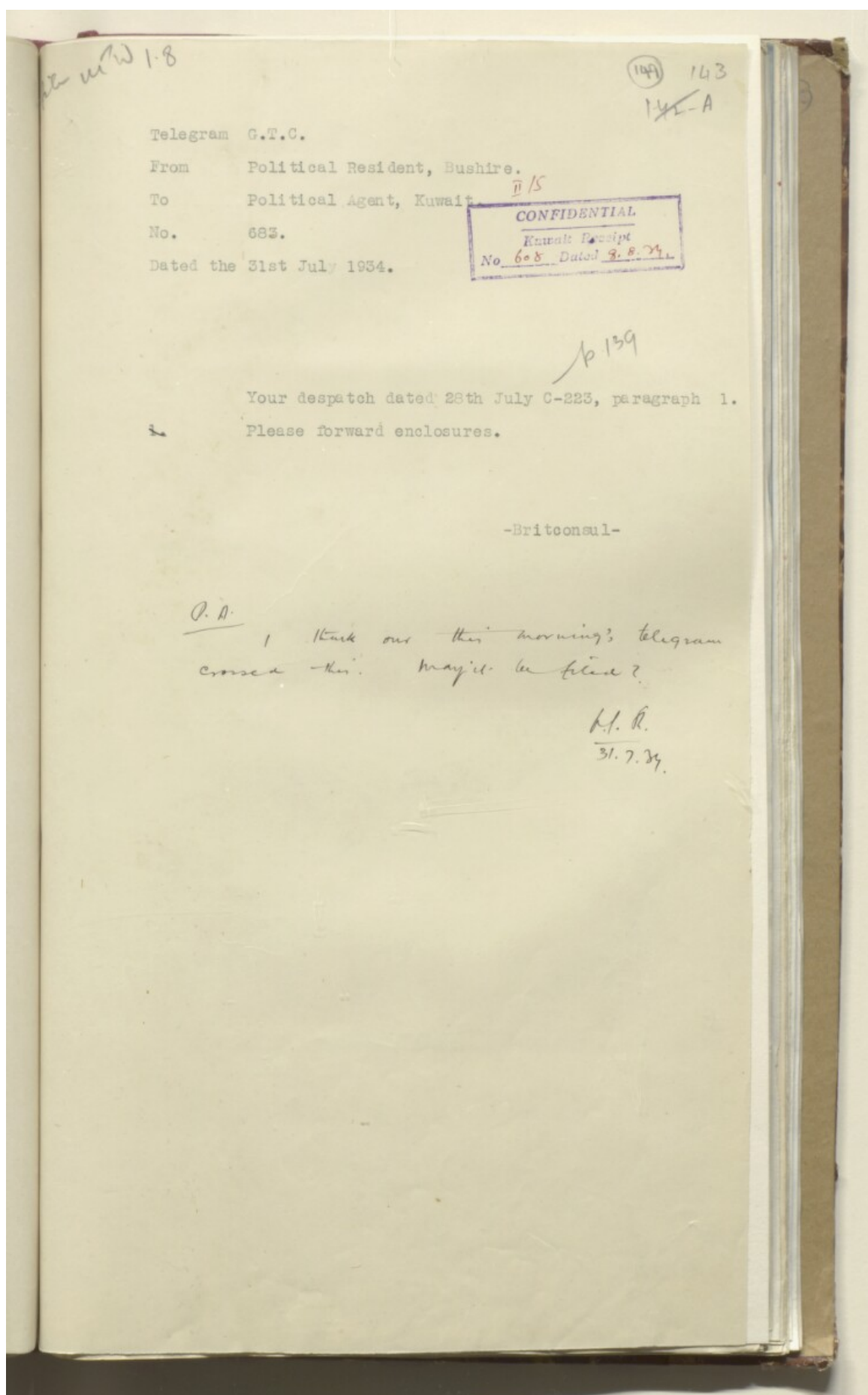
Reference my despatch No.223, dated July 28th.

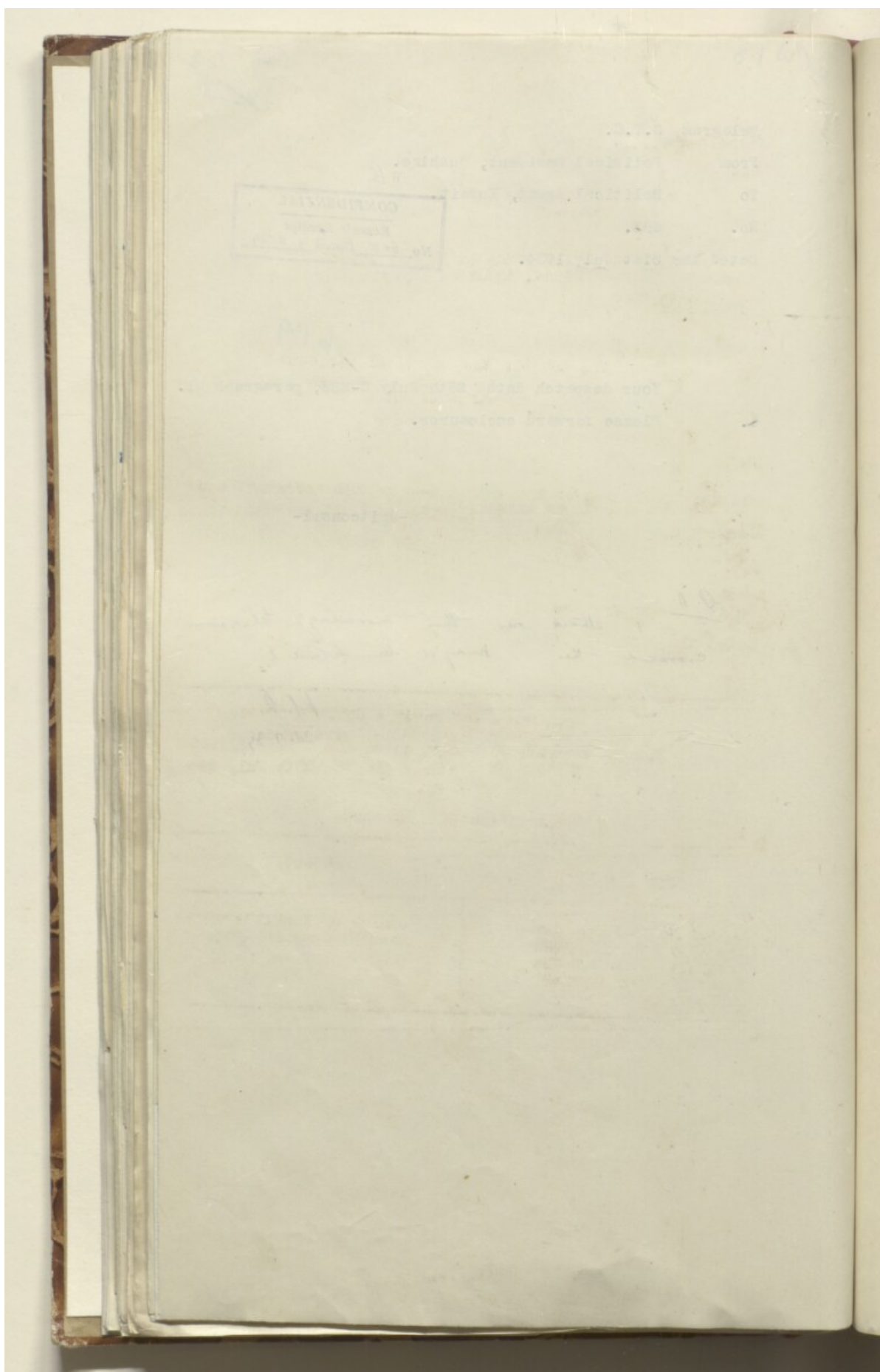
Date Gardens.

Enclosures being sent by fast mail.

-Political-









150
143
106

CONFIDENTIAL.

No.C-227

The Political Agent at Kuwait presents his
compliments to:-

The Hon'ble the Political Resident
in the Persian Gulf,
BUSHIRE:

and has the honour to transmit a copy of the undermentioned
documents.

Political Agency, Kuwait.

Dated the 31st July 1934.

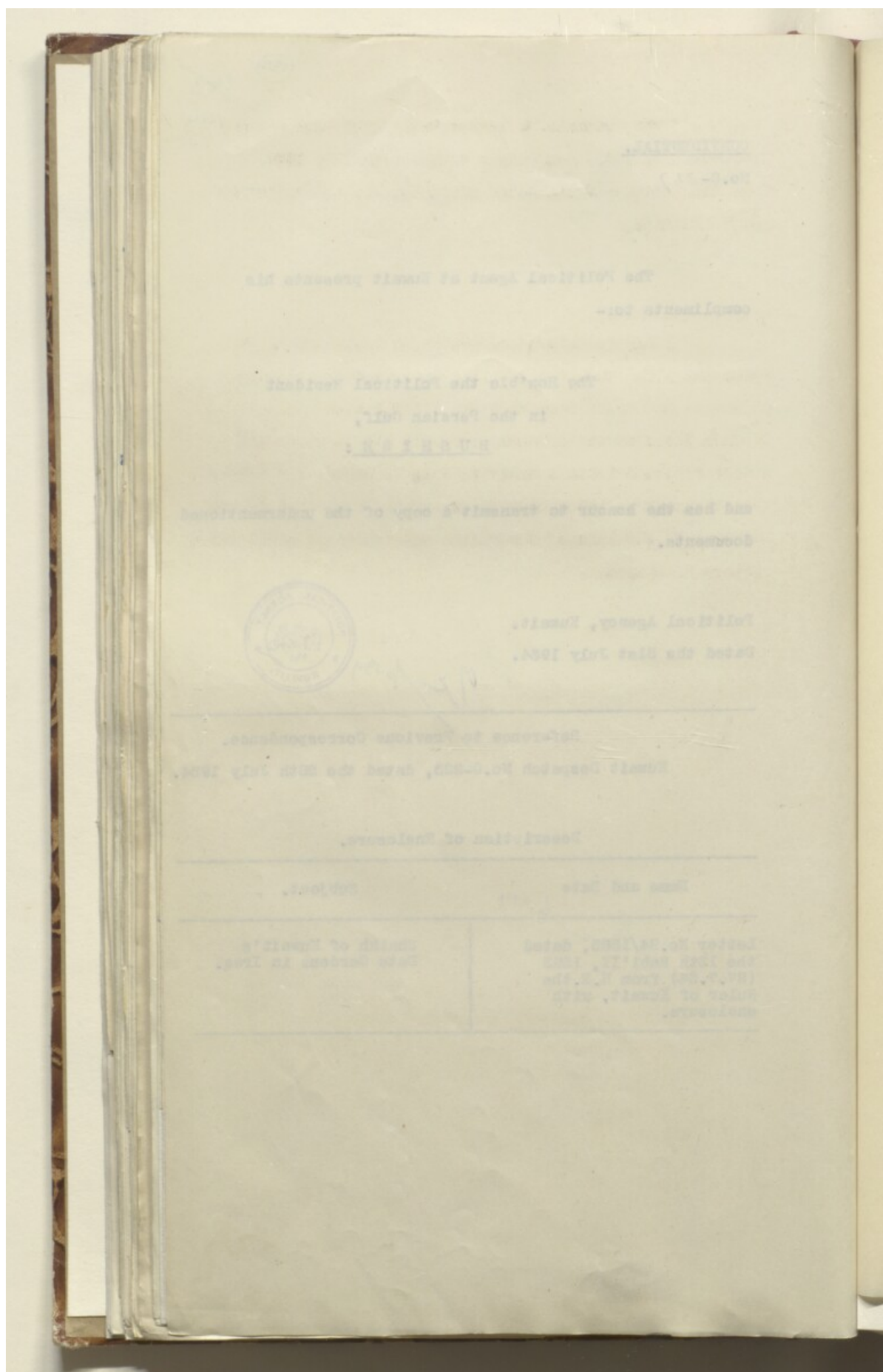


Reference to Previous Correspondence.

Kuwait Despatch No.C-223, dated the 28th July 1934.

Description of Enclosure.

Name and Date	Subject.
Letter No.R4/1585, dated the 13th Rabi'II, 1353 (27.7.34) from H.E.the Ruler of Kuwait, with enclosure.	Shaikh of Kuwait's Date Gardens in Iraq.





Handwritten: *Trans. letter No. 139.*

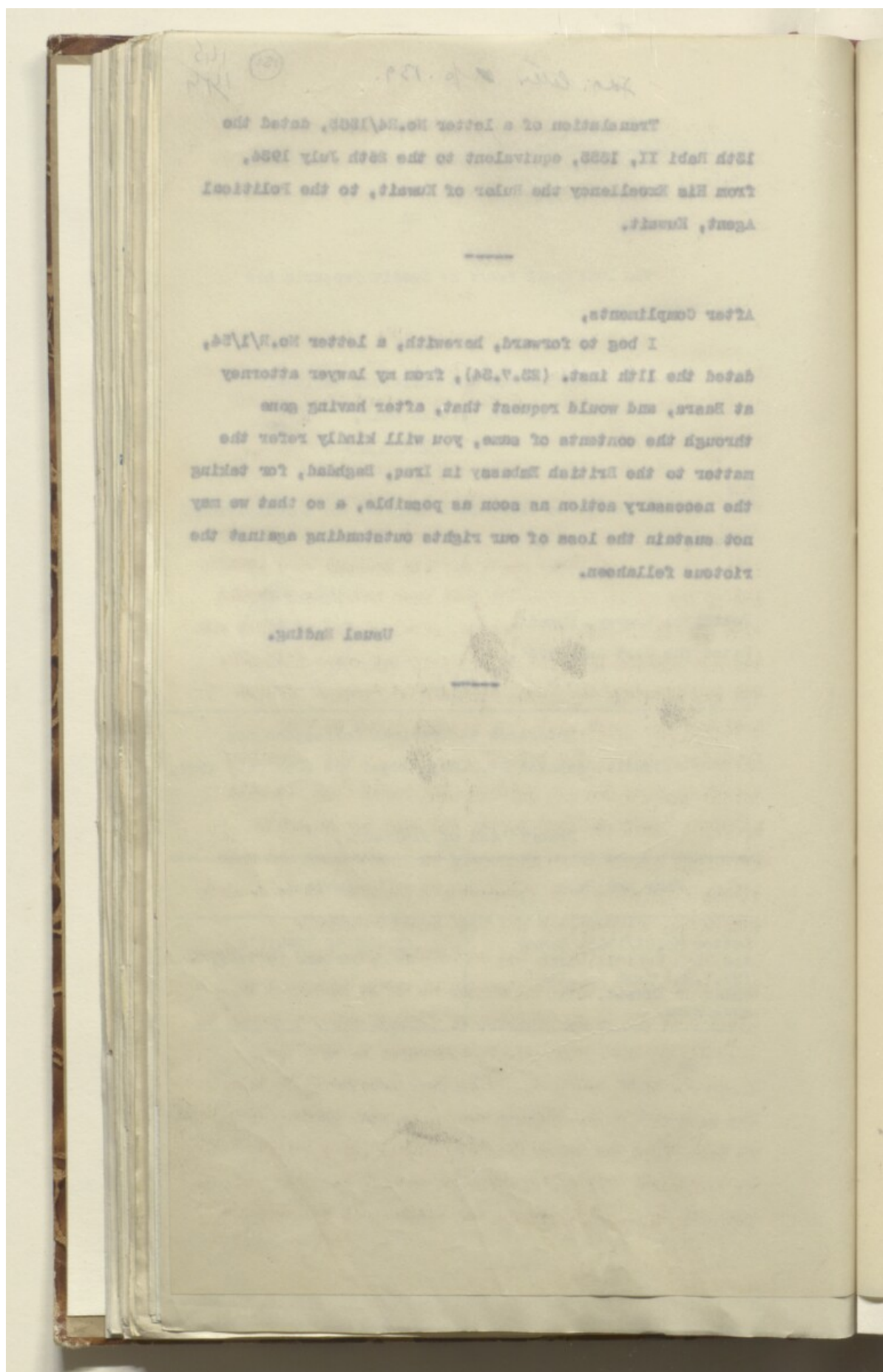
Handwritten: *(151) 145
144*

Translation of a letter No.R4/1585, dated the 13th Rabi II, 1353, equivalent to the 26th July 1934, from His Excellency the Ruler of Kuwait, to the Political Agent, Kuwait.

After Compliments,

I beg to forward, herewith, a letter No.R/1/54, dated the 11th inst. (23.7.34), from my lawyer attorney at Basra, and would request that, after having gone through the contents of same, you will kindly refer the matter to the British Embassy in Iraq, Baghdad, for taking the necessary action as soon as possible, & so that we may not sustain the loss of our rights outstanding against the riotous fellaheen.

Usual Ending.





(152) 145
146

Translation of a letter No.R/1/54, dated the 11th Rabi II, 1353, equivalent to the 23rd July 1934, from Mr. J.Gabriel, Pleader, Basra, to His Excellency the Ruler of Kuwait.

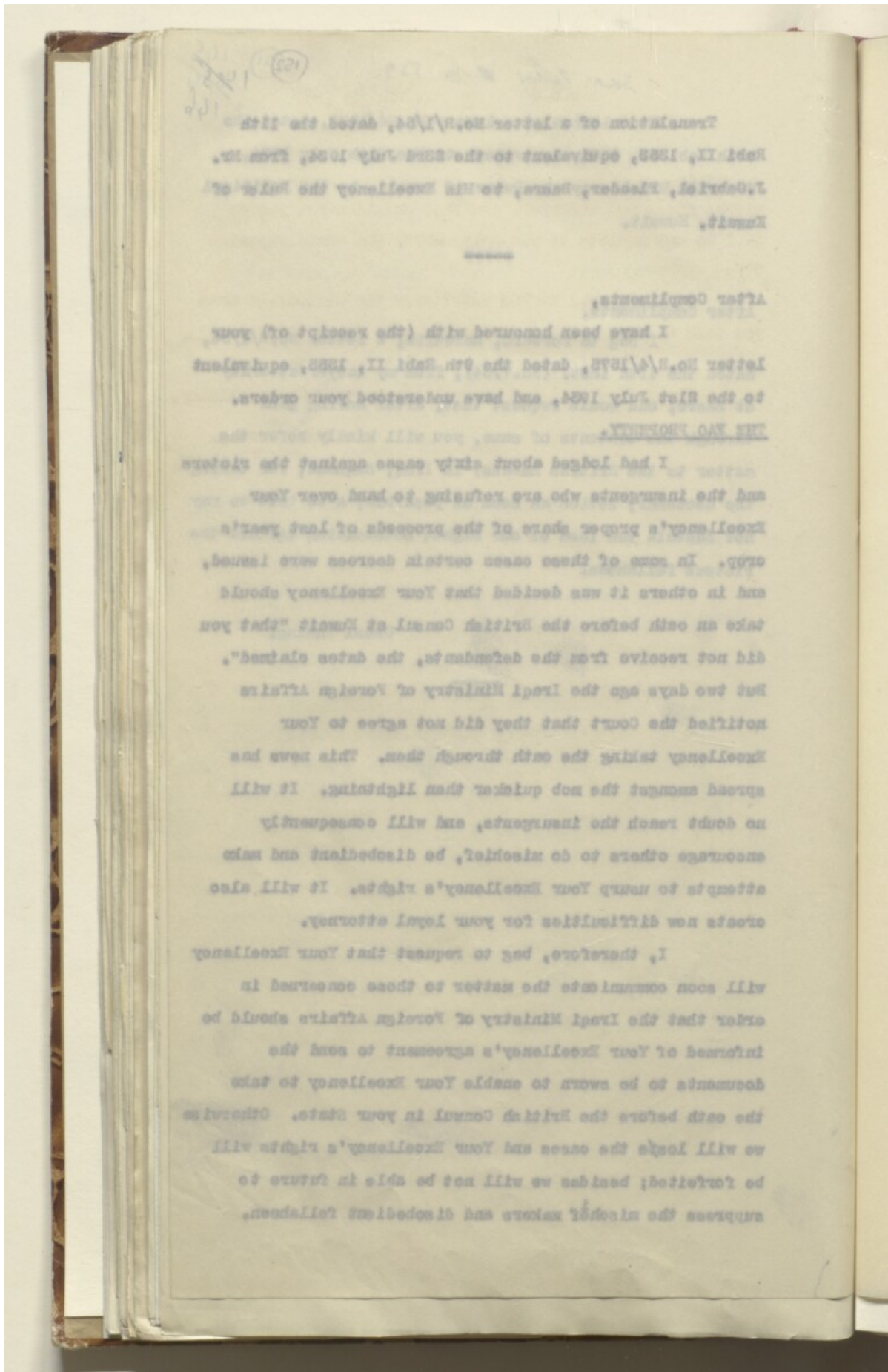
After Compliments,

I have been honoured with (the receipt of) your letter No.R/4/1575, dated the 9th Rabi II, 1353, equivalent to the 21st July 1934, and have understood your orders.

THE FAO PROPERTY.

I had lodged about sixty cases against the rioters and the insurgents who are refusing to hand over Your Excellency's proper share of the proceeds of last year's crop. In some of these cases certain decrees were issued, and in others it was decided that Your Excellency should take an oath before the British Consul at Kuwait "that you did not receive from the defendants, the dates claimed". But two days ago the Iraqi Ministry of Foreign Affairs notified the Court that they did not agree to Your Excellency taking the oath through them. This news has spread amongst the mob quicker than lightning. It will no doubt reach the insurgents, and will consequently encourage others to do mischief, be disobedient and make attempts to usurp Your Excellency's rights. It will also create new difficulties for your loyal attorney.

I, therefore, beg to request that Your Excellency will soon communicate the matter to those concerned in order that the Iraqi Ministry of Foreign Affairs should be informed of Your Excellency's agreement to send the documents to be sworn to enable Your Excellency to take the oath before the British Consul in your State. Otherwise we will lose the cases and Your Excellency's rights will be forfeited; besides we will not be able in future to suppress the mischief makers and disobedient fellahs.





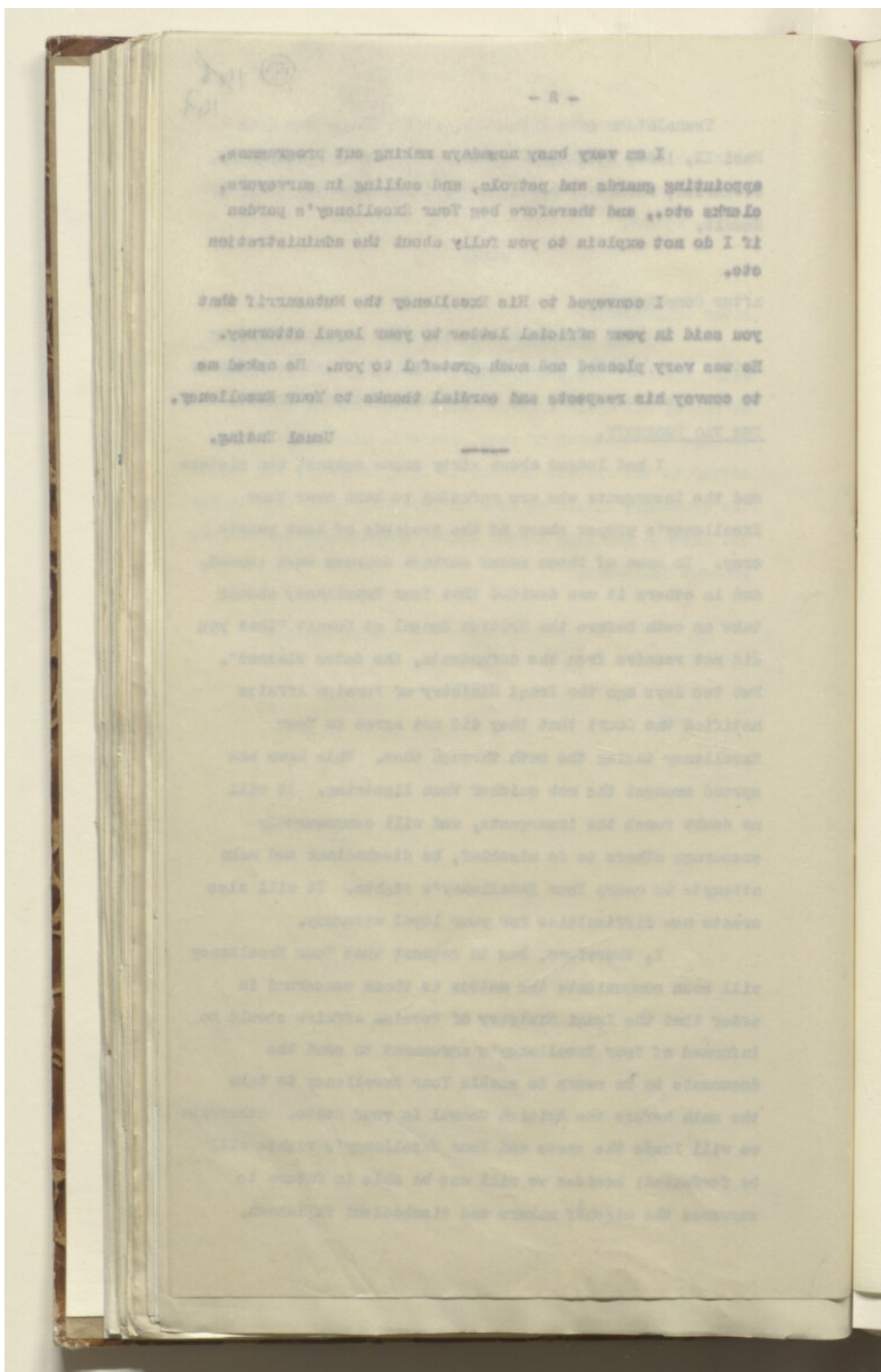
- 2 -

(153) 146
147

I am very busy nowadays making out programmes, appointing guards and patrols, and calling in surveyors, clerks etc., and therefore beg Your Excellency's pardon if I do not explain to you fully about the administration etc.

I conveyed to His Excellency the Mutasarrif what you said in your official letter to your loyal attorney. He was very pleased and much grateful to you. He asked me to convey his respects and cordial thanks to Your Excellency.

Usual Ending.





Received under Bushire Ph. No. 702-5 of 14.7.34.

Copy of telegram.

7.11/4 p.

148-A
148
(154)

From H.M.Ambassador,
Bagdad.

To Foreign Office London.

Date 11. 7. 34.

No. 12-Saving.

p.133

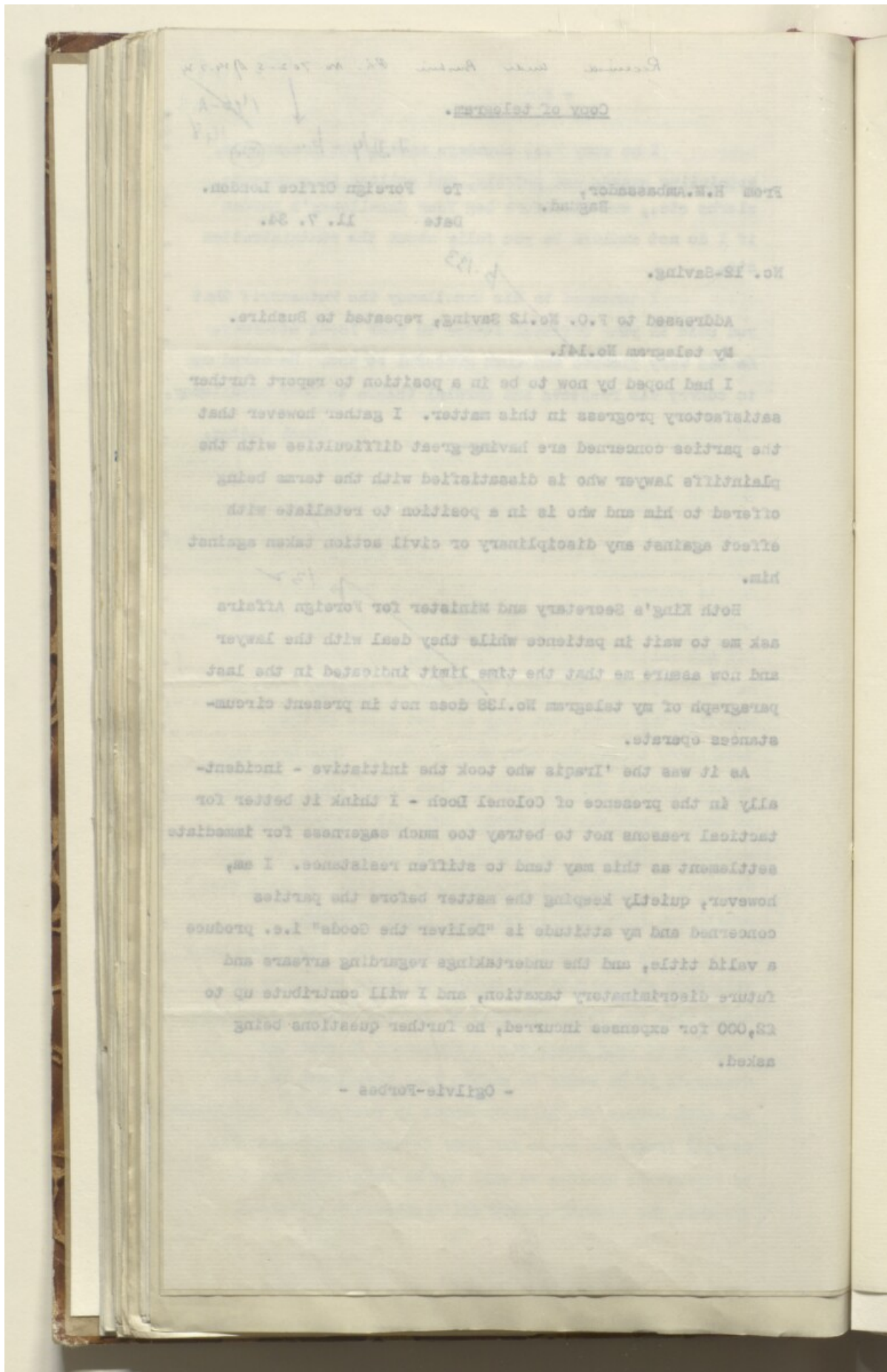
Addressed to F.O. No.12 Saving, repeated to Bushire.
My telegram No.141.

I had hoped by now to be in a position to report further satisfactory progress in this matter. I gather however that the parties concerned are having great difficulties with the plaintiffs lawyer who is dissatisfied with the terms being offered to him and who is in a position to retaliate with effect against any disciplinary or civil action taken against him.

Both King's Secretary and Minister for Foreign Affairs ask me to wait in patience while they deal with the lawyer and now assure me that the time limit indicated in the last paragraph of my telegram No.138 does not in present circumstances operate.

As it was the 'Iraqis who took the initiative - incidentally in the presence of Colonel Doch - I think it better for tactical reasons not to betray too much eagerness for immediate settlement as this may tend to stiffen resistance. I am, however, quietly keeping the matter before the parties concerned and my attitude is "Deliver the Goods" i.e. produce a valid title, and the undertakings regarding arrears and future discriminatory taxation, and I will contribute up to £2,000 for expenses incurred, no further questions being asked.

- Ogilvie-Forbes -





P.Z.4318/34.
(E4187/274/93).

Copy.

No distribution.

(155)
146-B
149

Cypher telegram to Mr.Ogilvie Forbes, (Bagdad).

Foreign Office, 27th June 1934, 7.45.p.m.

No.117.

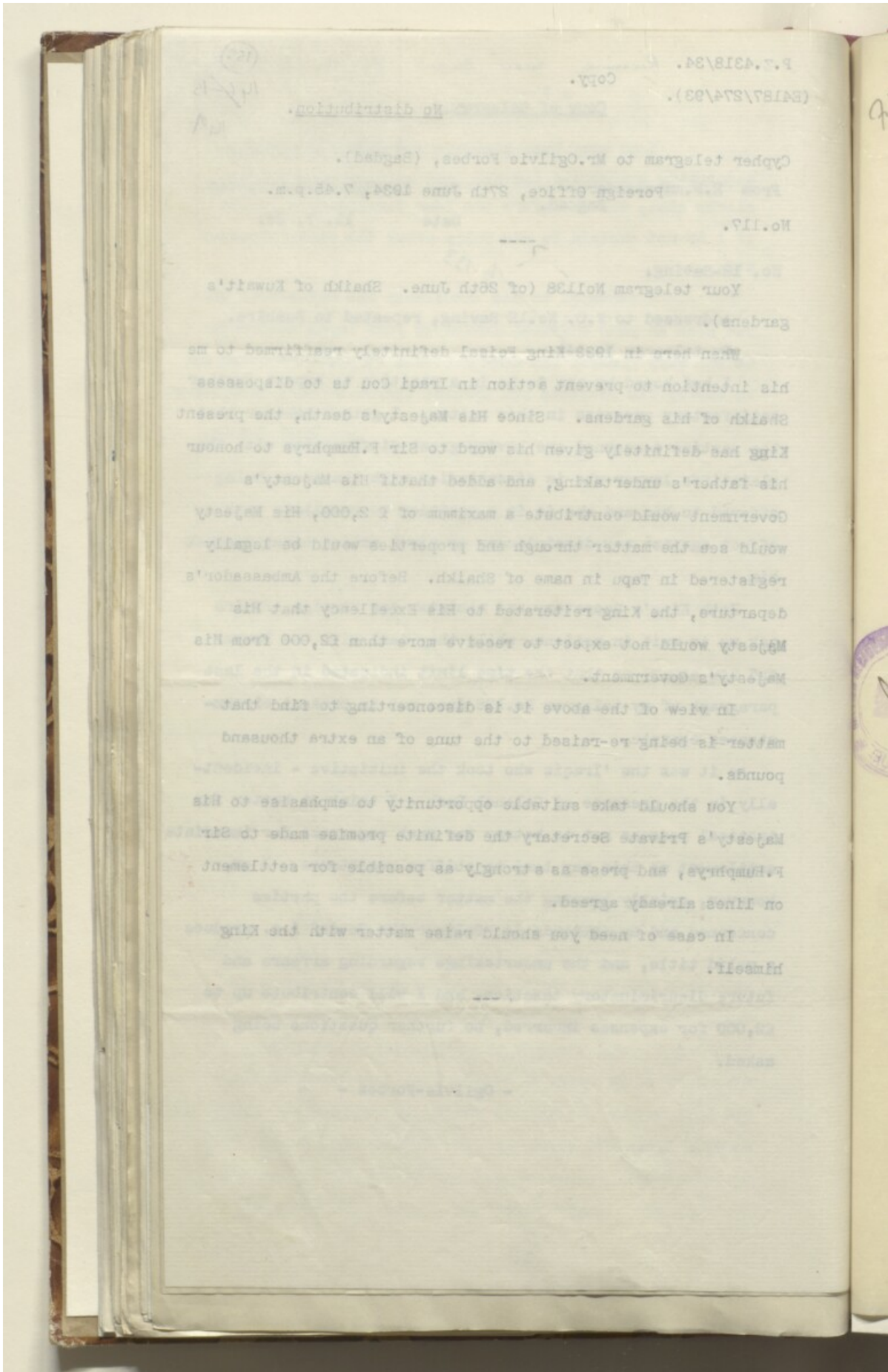
Your telegram Noll38 (of 26th June. Shaikh of Kuwait's gardens).

When here in 1933 King Feisal definitely reaffirmed to me his intention to prevent action in Iraqi Courts to dispossess Shaikh of his gardens. Since His Majesty's death, the present King has definitely given his word to Sir F.Humphrys to honour his father's undertaking, and added that if His Majesty's Government would contribute a maximum of £ 2,000, His Majesty would see the matter through and properties would be legally registered in Tapu in name of Shaikh. Before the Ambassador's departure, the King reiterated to His Excellency that His Majesty would not expect to receive more than £2,000 from His Majesty's Government.

In view of the above it is disconcerting to find that matter is being re-raised to the tune of an extra thousand pounds.

You should take suitable opportunity to emphasise to His Majesty's Private Secretary the definite promise made to Sir F.Humphrys, and press as strongly as possible for settlement on lines already agreed.

In case of need you should raise matter with the King himself.





File 2/5 *156* *147* *150*

CONFIDENTIAL.

No. 729-S of 1934.

CONFIDENTIAL
Kuwait Receipt
No. 601 Dated 2.8.34.

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

The Political Agent,
Kuwait.

and has the honour to transmit to him a copy of the undermentioned document (s) for information.

British Consulate-General,
BUSHIRE.

File II/4

Dated..... 28th July 1934.

Reference to previous correspondence:

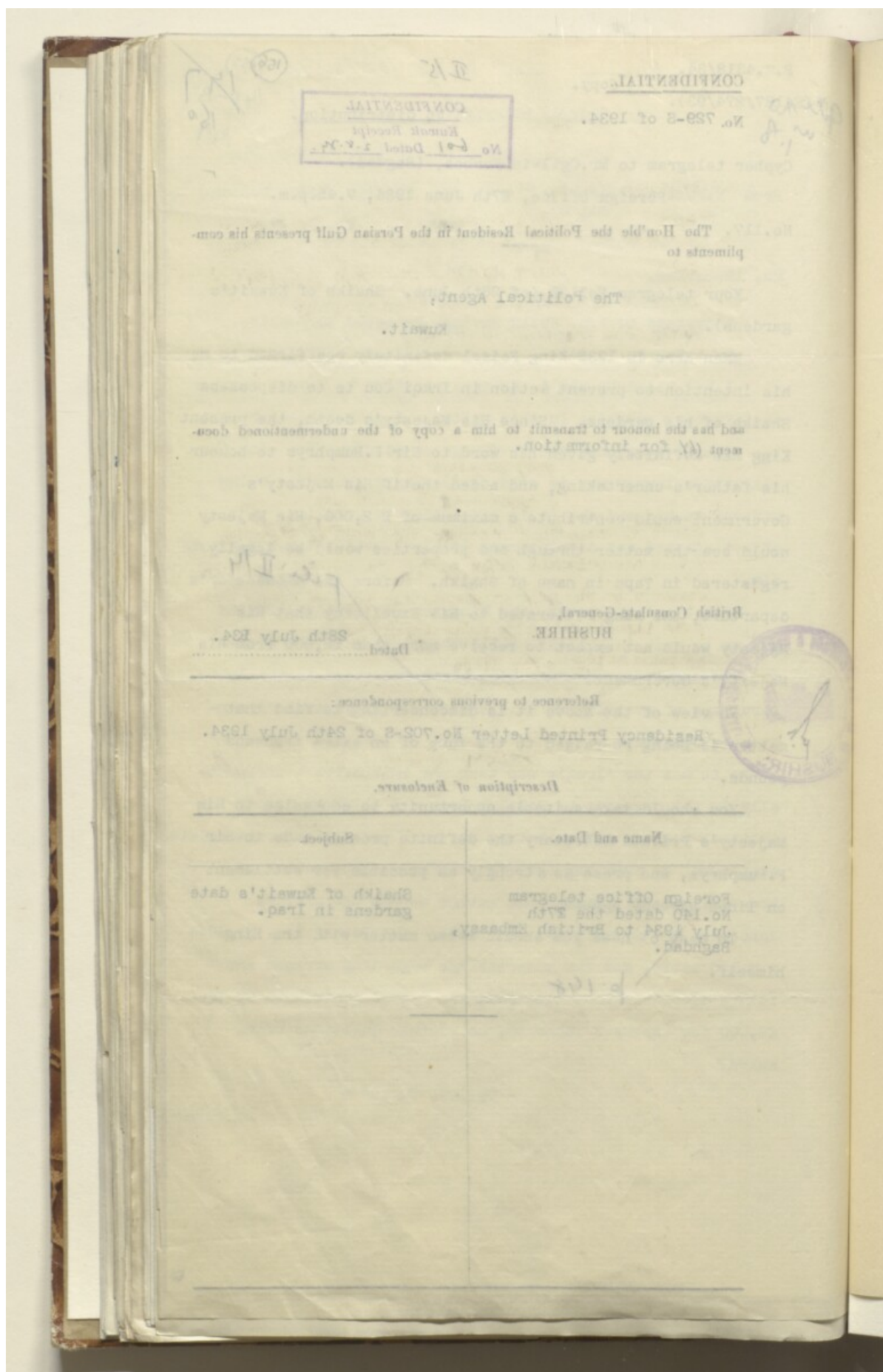
Residency Printed Letter No.702-S of 24th July 1934.

156

148

148

Name and Date.	Subject.
Foreign Office telegram No.140 dated the 27th July 1934 to British Embassy, Baghdad.	Shaikh of Kuwait's date gardens in Iraq.





53/11

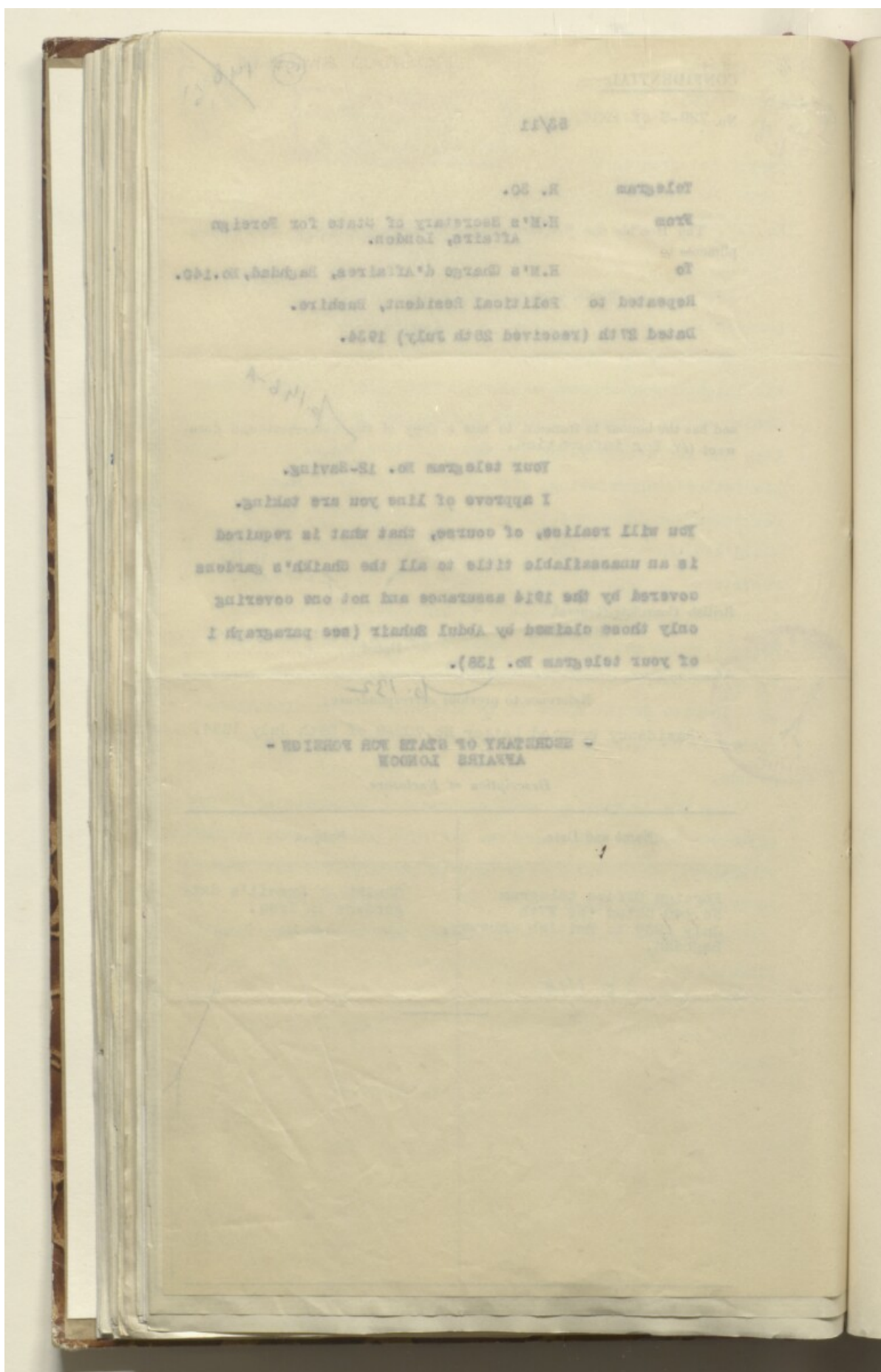
Telegram R. 30.
From H.M.'s Secretary of State for Foreign
Affairs, London.
To H.M.'s Charge d'Affaires, Baghdad, No. 140.
Repeated to Political Resident, Bushire.
Dated 27th (received 28th July) 1934.

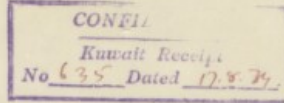
Your telegram No. 12-Saving.

I approve of line you are taking.

You will realise, of course, that what is required
is an unassailable title to all the Shaikh's gardens
covered by the 1914 assurance and not one covering
only those claimed by Abdul Suhair (see paragraph 1
of your telegram No. 138).

- SECRETARY OF STATE FOR FOREIGN -
AFFAIRS LONDON





Telegram R.

From Prodrone, Baghdad.

To Foreign Office, London.

No. 352.2.

Dated the 16th received the 17th August 1934.

Addressed to Foreign Office, repeated to Bushire,
No.22, Kuwait, No.2.

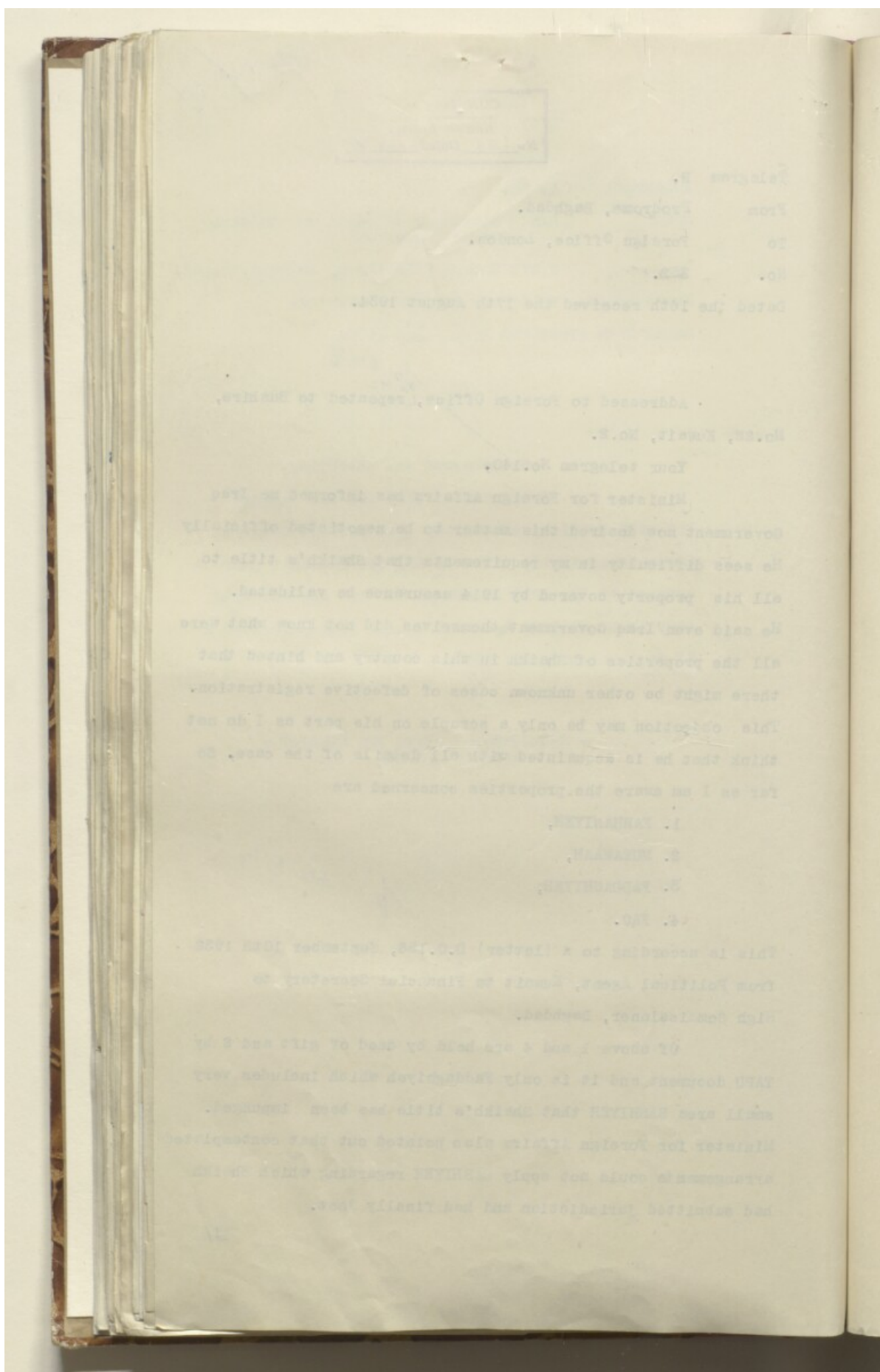
Your telegram No.140,

Minister for Foreign Affairs has informed me Iraq Government now desired this matter to be negotiated officially. He sees difficulty in my requirements that Shaikh's title to all his property covered by 1914 assurance be validated. He said even Iraq Government themselves did not know what were all the properties of Shaikh in this country and hinted that there might be other unknown cases of defective registration. This objection may be only a scruple on his part as I do not think that he is acquainted with all details of the case. So far as I am aware the properties concerned are

1. FARHANIYEH,
2. MUTAWAAH,
3. FADDAGHIYEH,
4. FAO.

This is according to a (letter) D.O.156, September 10th 1932 from Political Agent, Kuwait to Financial Secretary to High Commissioner, Baghdad.

Of above 1 and 4 are held by deed of gift and 2 by TAPU document and it is only Faddaghiyeh which includes very small area BASHIYEH that Shaikh's title has been impunged. Minister for Foreign Affairs also pointed out that contemplated arrangements could not apply BASHIYEH regarding which Shaikh had submitted jurisdiction and had finally lost.





- 2 -

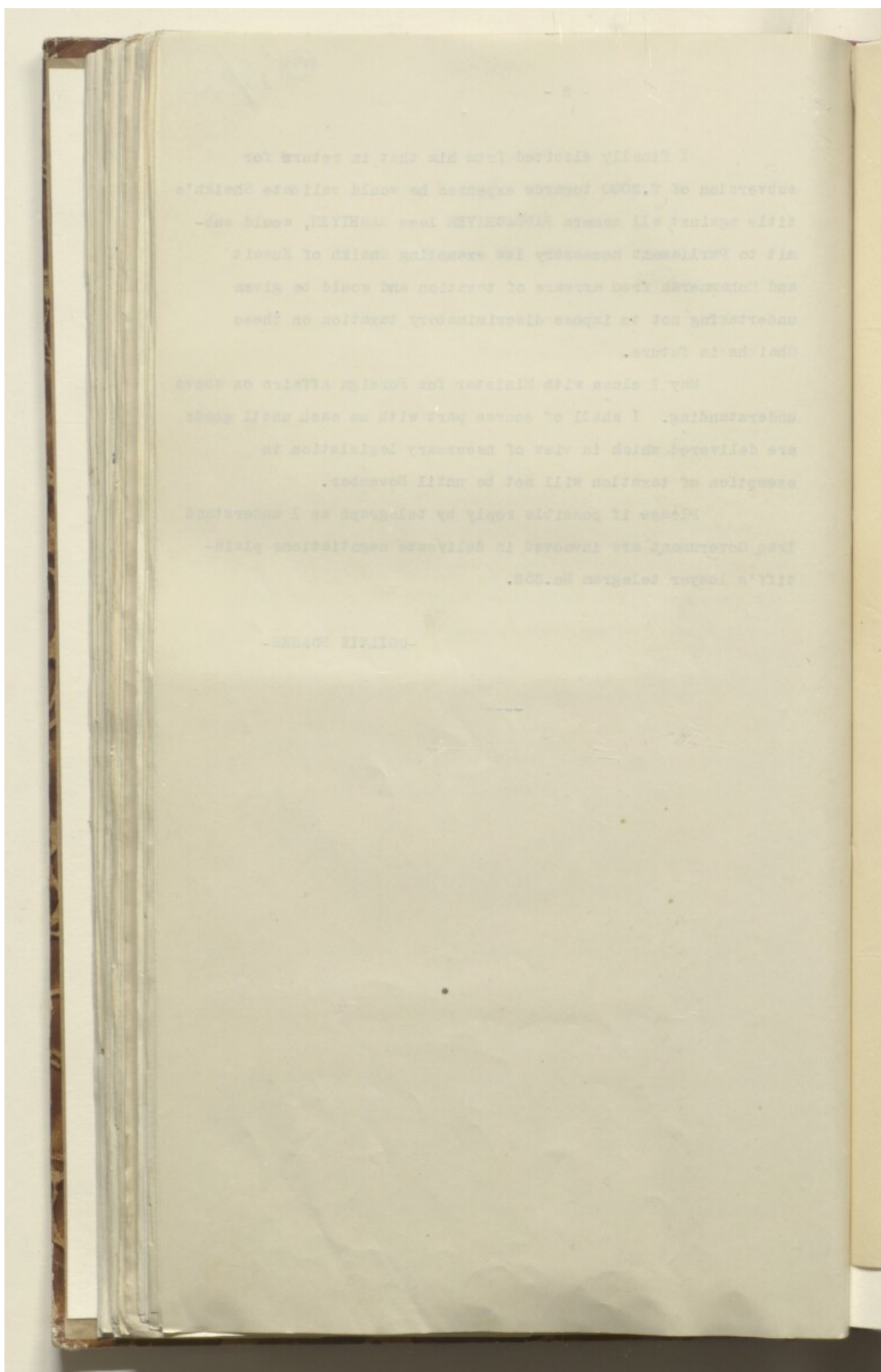
(159) 15/5/58

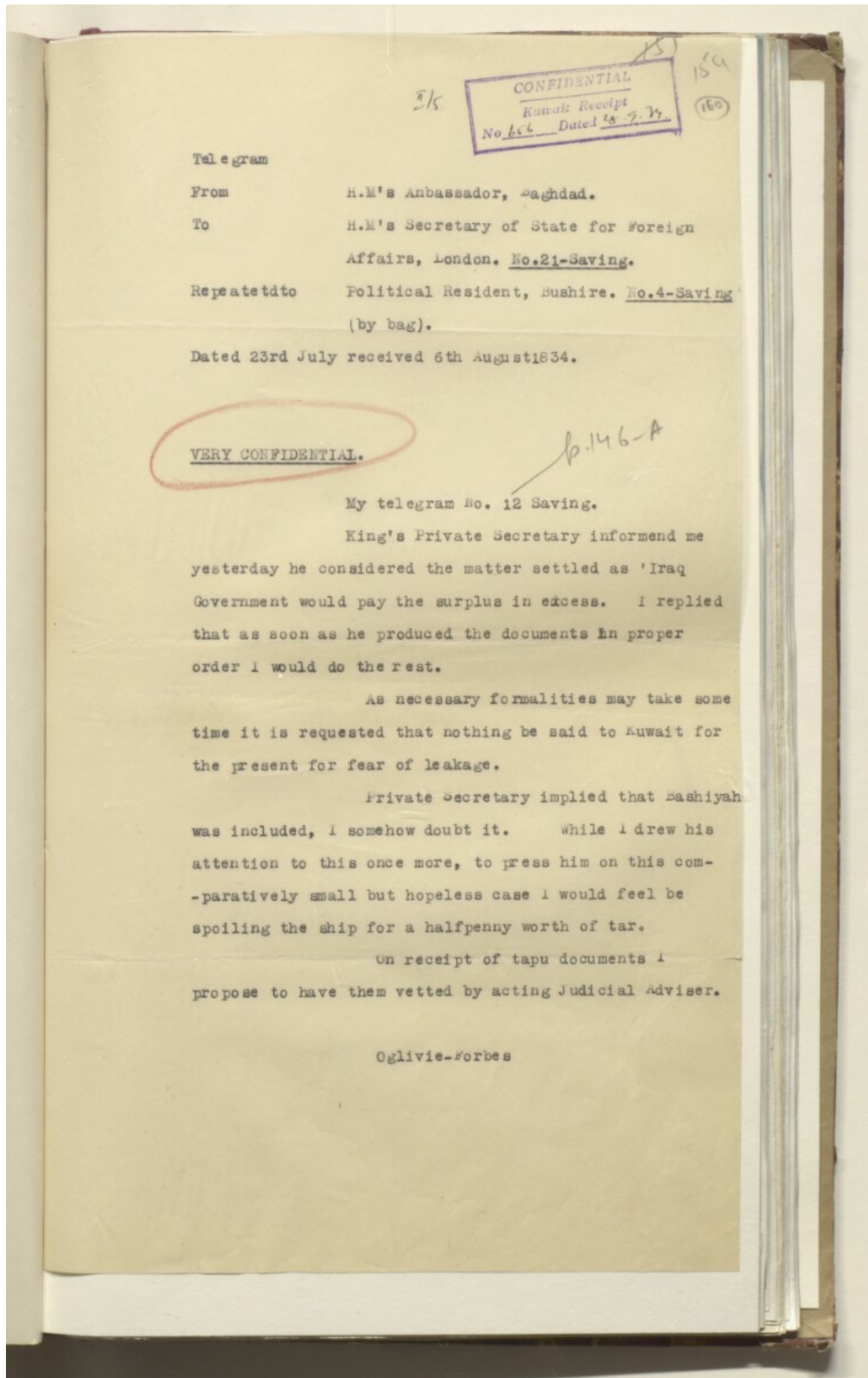
I finally elicited from him that in return for subversion of £2,000 towards expenses he would validate Shaikh's title against all comers FADDAGHIYEH less BASHIYEH, would submit to Parliament necessary law exempting Shaikh of Kuwait and Mohammerah from arrears of taxation and would be given undertaking not to impose discriminatory taxation on these Shaikhs in future.

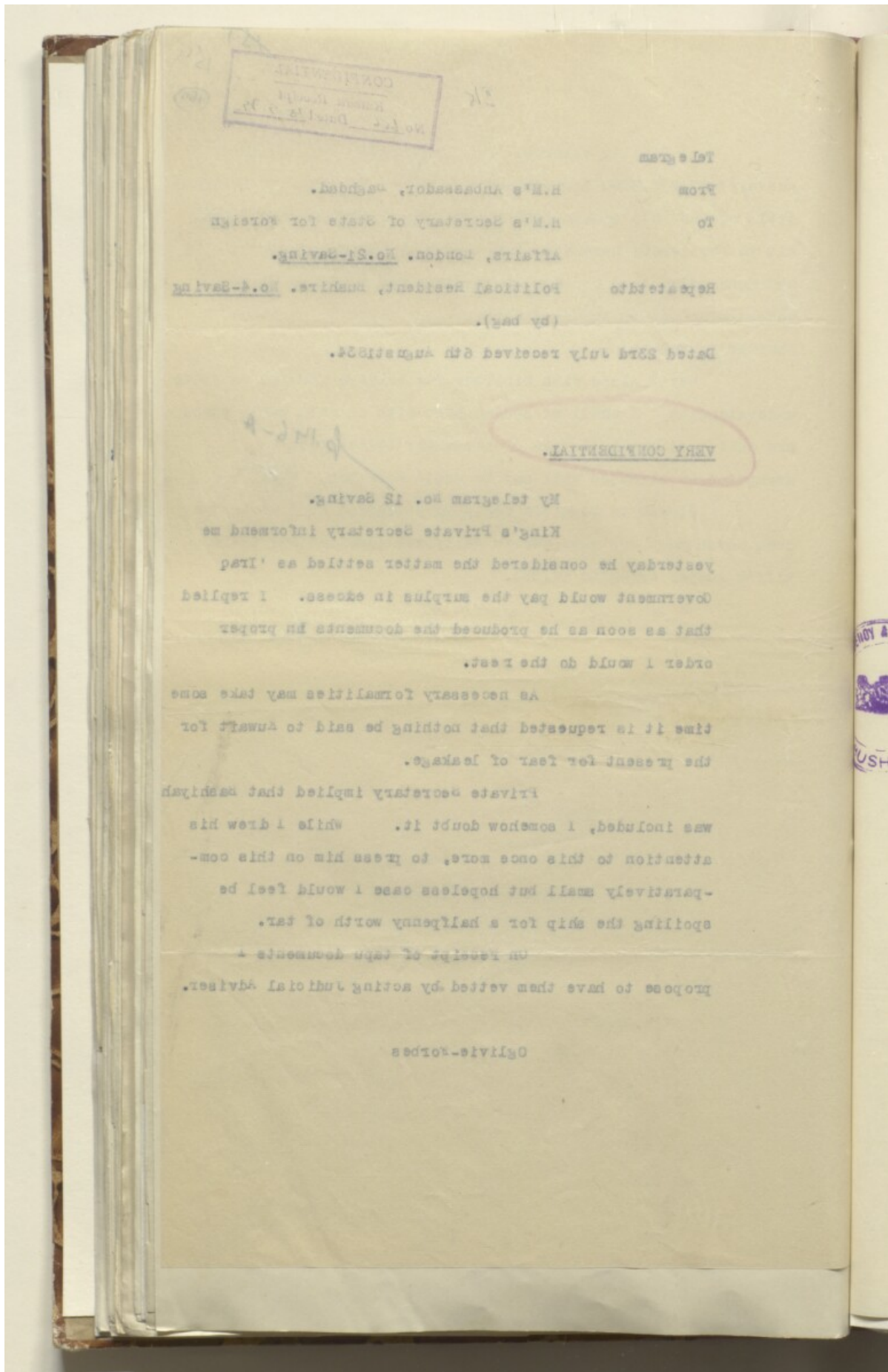
May I close with Minister for Foreign Affairs on above understanding. I shall of course part with no cash until goods are delivered which in view of necessary legislation in exemption of taxation will not be until November.

Please if possible reply by telegraph as I understand Iraq Government are involved in delicate negotiations plaintiff's lawyer telegram No.352.

-OGILVIE FORBES-









CONFIDENTIAL.

No. 776-S of 1934

R.I. No. 698
20.9.34

(161)
151-A
165

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. His Majesty's Charge d'Affaires, Baghdad.
2. His Majesty's Secretary of State for India, London.
3. The Foreign Secretary to the Government of India, Simla.

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

Dated..17th August 1934..

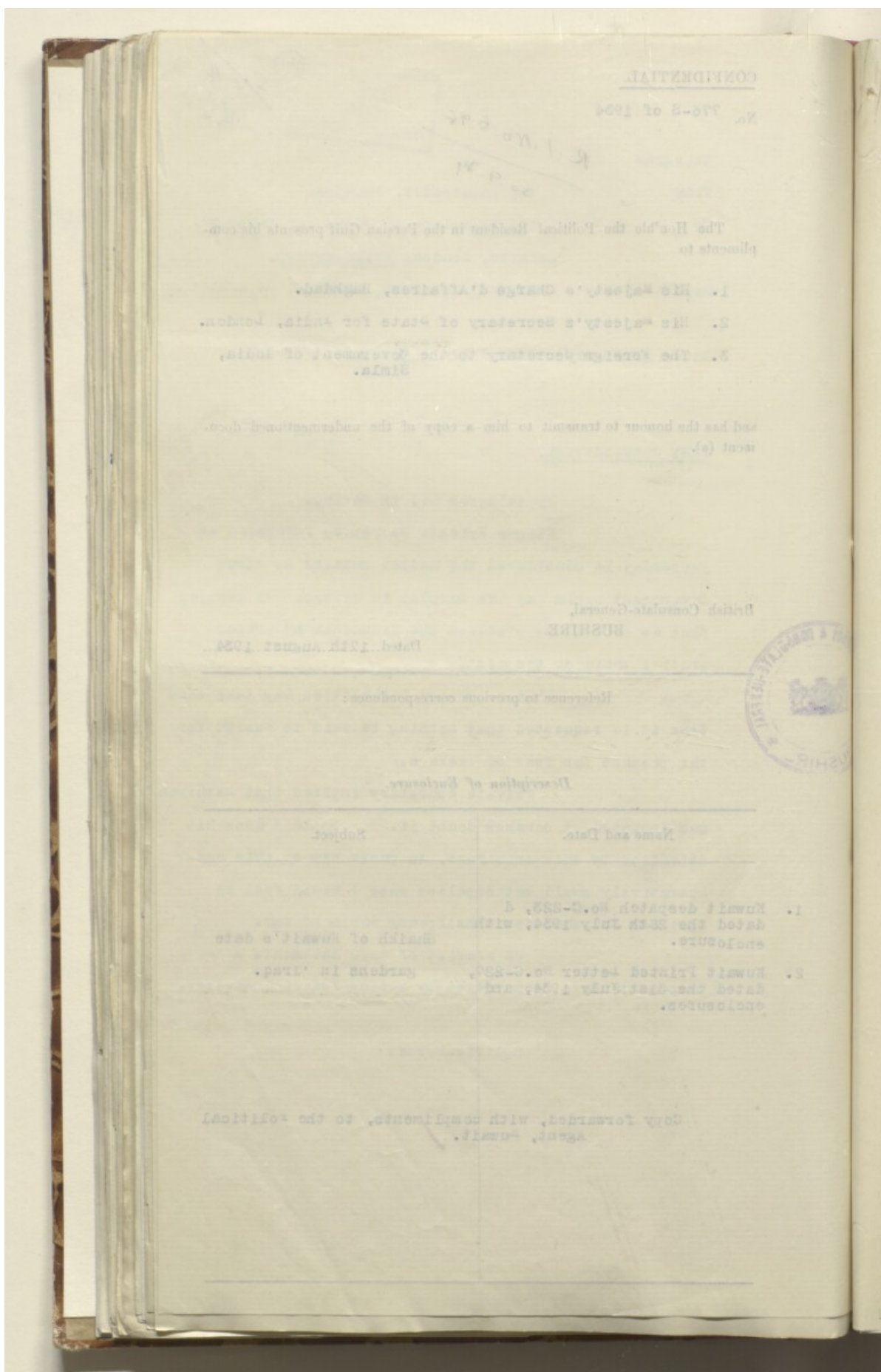


Reference to previous correspondence:

Description of Enclosure.

Name and Date.	Subject.
1. Kuwait despatch No.C-223, dated the 28th July 1934, with enclosure.	Shaikh of Kuwait's date
2. Kuwait Printed Letter No.C-227, dated the 31st July 1934, and enclosures.	gardens in 'Iraq.

Copy forwarded, with compliments, to the Political Agent, Kuwait. ✓





P.A.

In submitting the attached letter from Shaikh
(vide Kuwait telegram No.240, dated 20.8.34) I beg to add
a word of explanation as under:

On Sunday morning (19th inst) Shaikh's Agent at
Basra (Mr.Gabriel) arrived post haste by overland route and
left again for Basra at about 1 P.M.(same day) after
discussing the situation at Basra and having a very hurried
lunch with H.E.

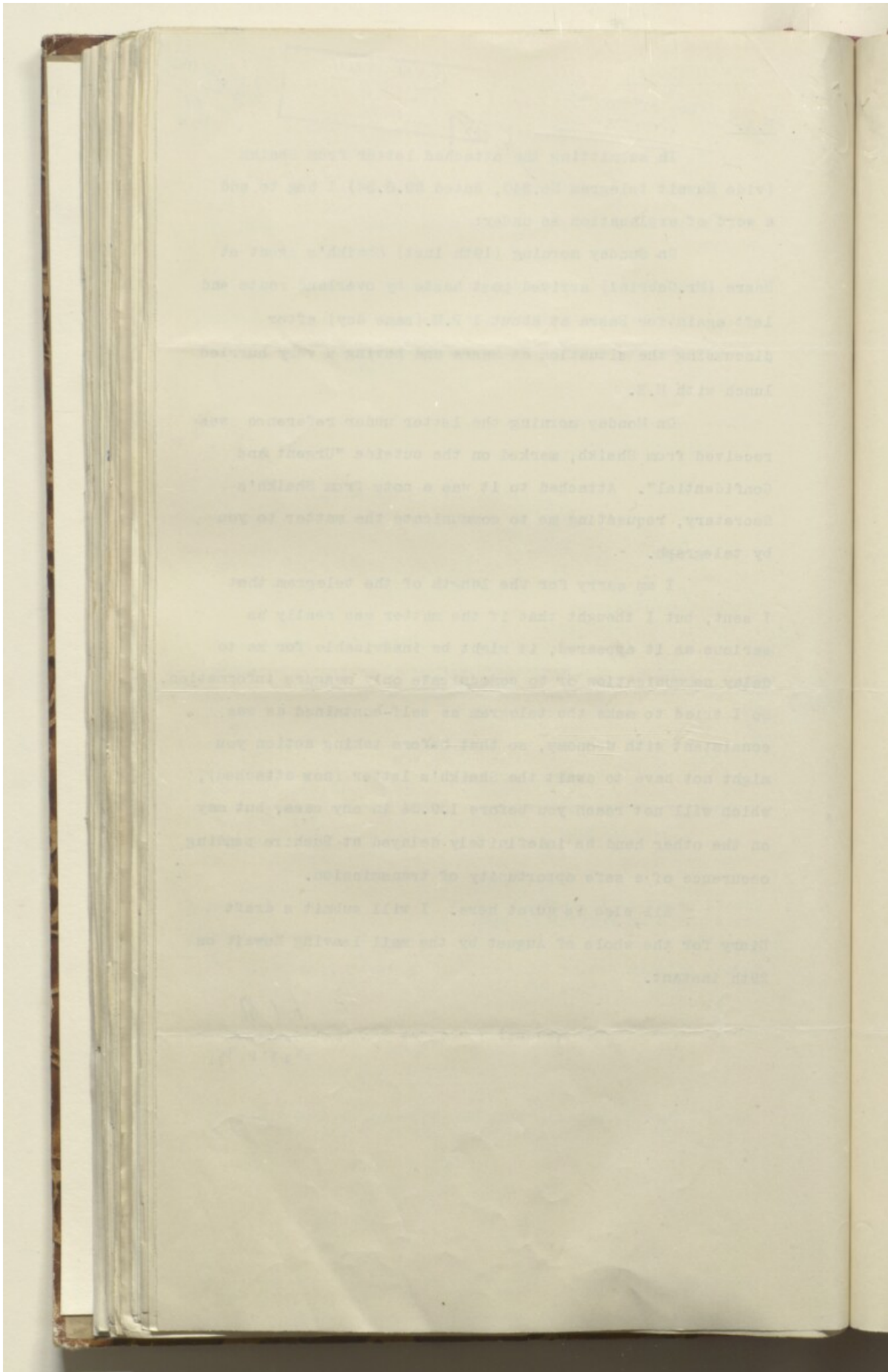
On Monday morning the letter under reference was
received from Shaikh, marked on the outside "Urgent and
Confidential". Attached to it was a note from Shaikh's
Secretary, requesting me to communicate the matter to you
by telegraph.

I am sorry for the length of the telegram that
I sent, but I thought that if the matter was really as
serious as it appeared, it might be inadvisable for me to
delay communication or to communicate only meagre information.
So I tried to make the telegram as self-contained as was
consistent with economy, so that before taking action you
might not have to await the Shaikh's letter (now attached),
which will not reach you before 1.9.34 in any case, but may
on the other hand be indefinitely delayed at Bushire pending
occurrence of a safe opportunity of transmission.

All else is quiet here. I will submit a draft
Diary for the whole of August by the mail leaving Kuwait on
29th instant.

K. I. B.

13.8.34.





153 163 157
Translation of an urgent and confidential letter No. R/4/1636, dated the 8th Jamad auwal 1353 (19th August 1934), from His Excellency Shaikh Sir Ahmed al-Jabir as-Subah, K.C.I.E., C.S.I., Ruler of Kuwait, to the Political Agent, Kuwait.

After compliments,

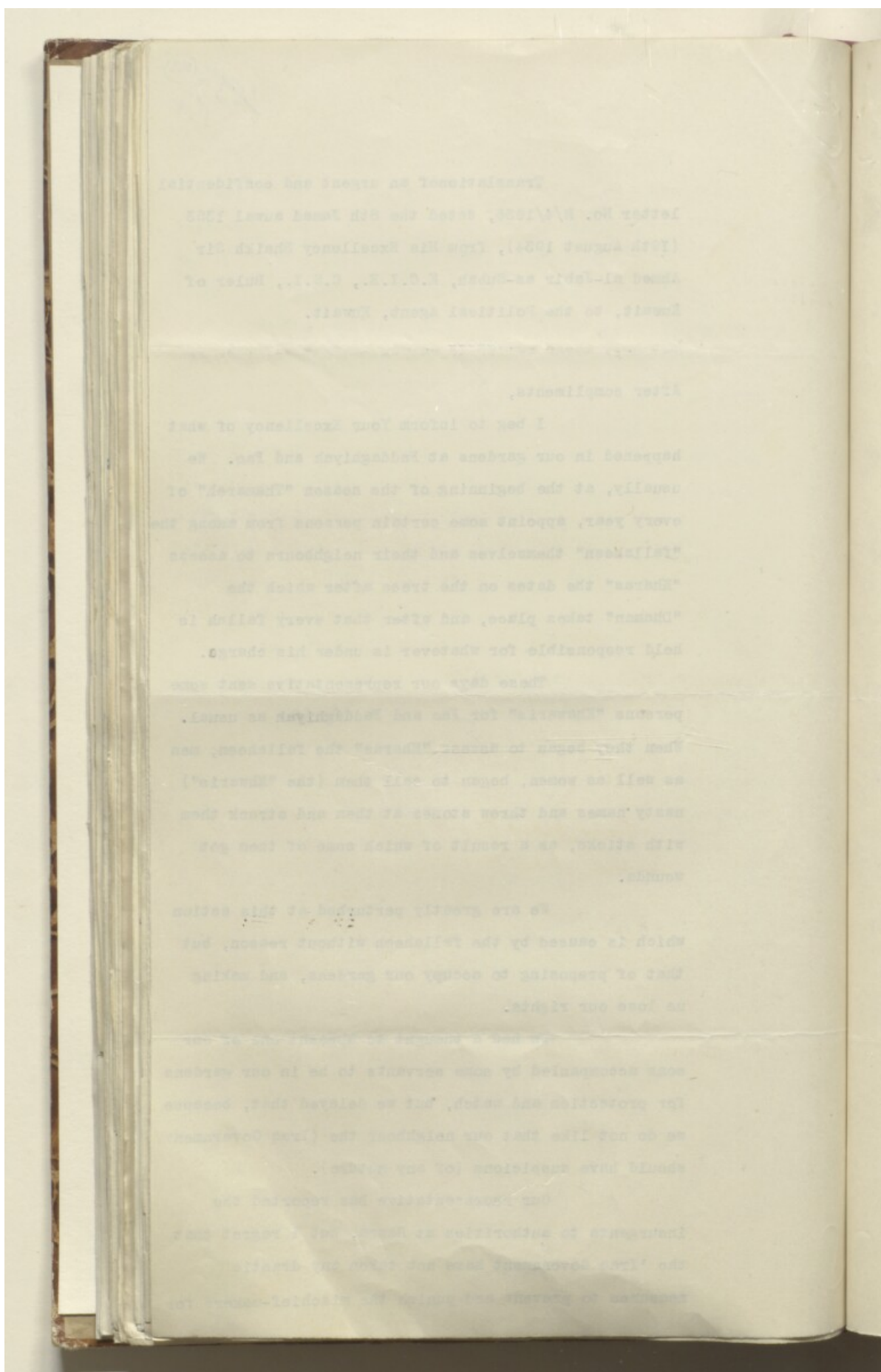
I beg to inform Your Excellency of what happened in our gardens at Faddaghiyah and Fao. We usually, at the beginning of the season "Thamareh" of every year, appoint some certain persons from among the "fallaheen" themselves and their neighbours to assess "Kharas" the dates on the trees after which the "Dhaman" takes place, and after that every fallah is held responsible for whatever is under his charge.

These days our representative sent some persons "Khawaris" for Fao and Faddaghiyah as usual. When they began to assess "Kharas" the fallaheen, men as well as women, began to call them (the "Khwaris") nasty names and threw stones at them and struck them with sticks, as a result of which some of them got wounds.

We are greatly perturbed at this action which is caused by the fallaheen without reason, but that of proposing to occupy our gardens, and making us lose our rights.

We had a thought to appoint one of our sons accompanied by some servants to be in our gardens for protection and watch, but we delayed that, because we do not like that our neighbour the (Iraq Government should have suspicions (of any nature).

Our representative has reported the insurgents to authorities at Basra, but I regret that the 'Iraq Government have not taken any drastic measures to prevent and punish the mischief-makers for





-2-

164

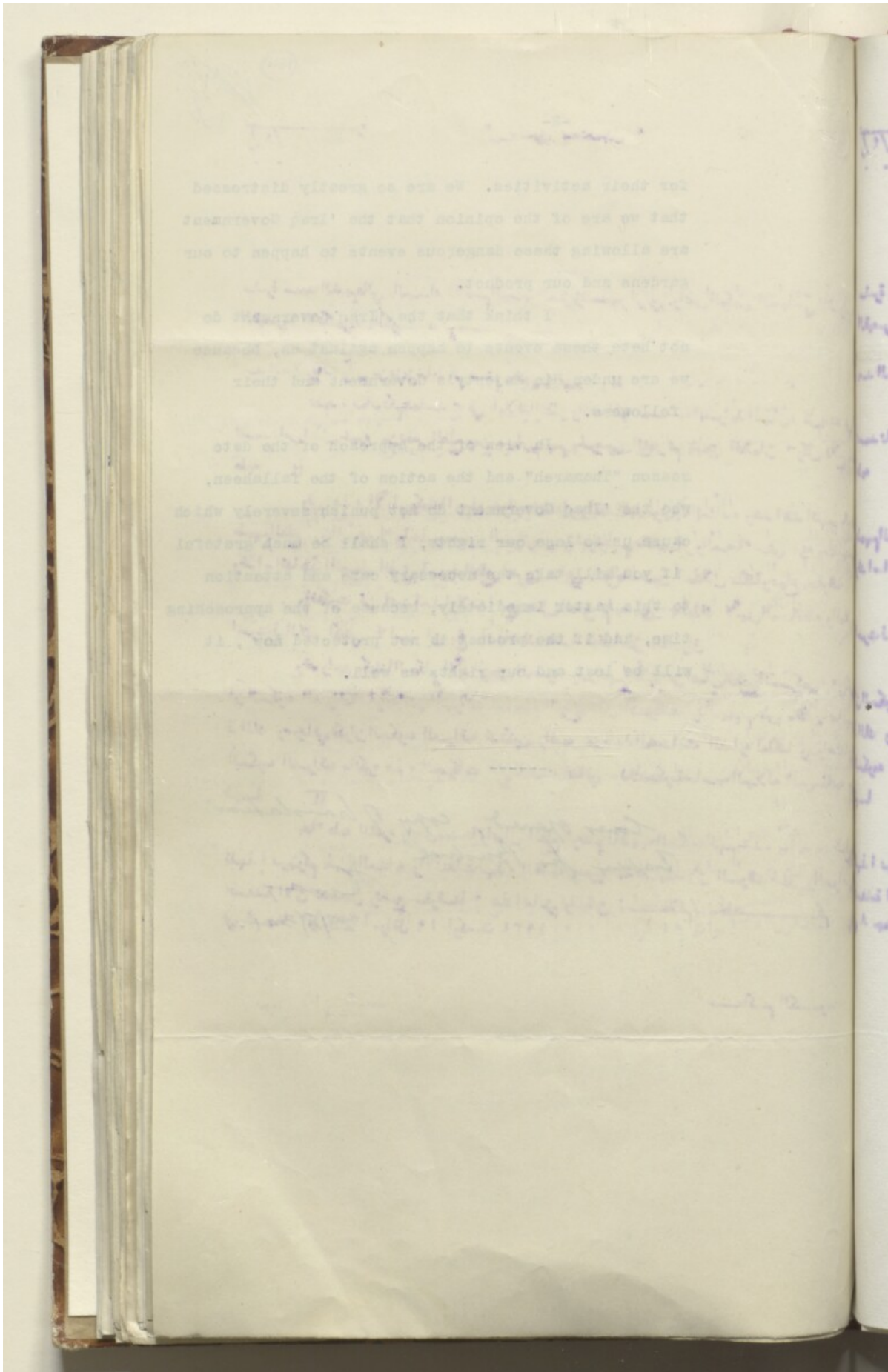
159
158

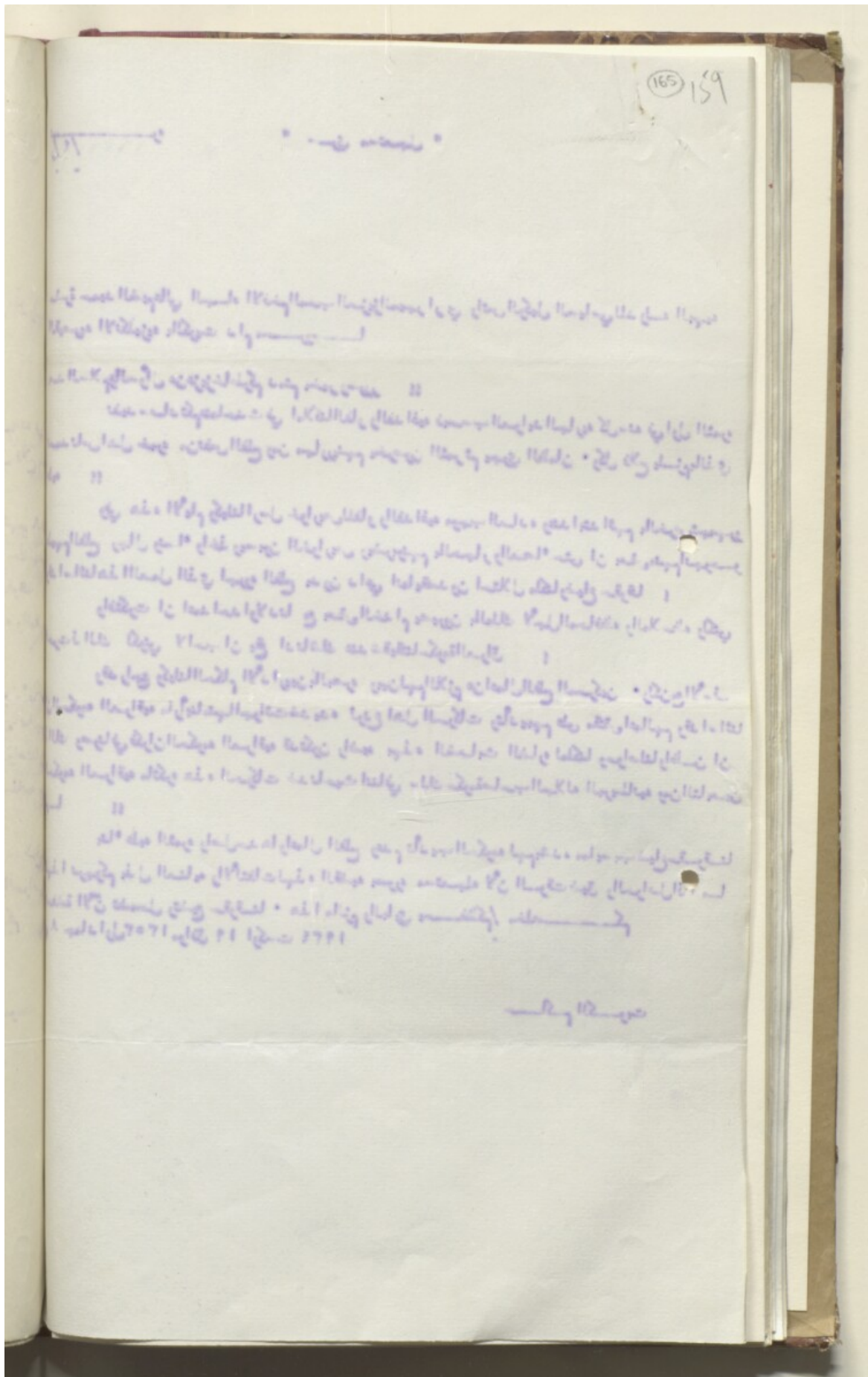
for their activities. We are so greatly distressed that we are of the opinion that the 'Iraq Government are allowing these dangerous events to happen to our gardens and our product.

I think that the 'Iraq Government do not hate these events to happen against us, because we are under His Majesty's Government and their followers.

In view of the approach of the date season "Thamareh" and the action of the fallaheen, who the 'Iraq Government do not punish severely which cause us to lose our rights, I shall be much grateful if you will take the necessary care and attention to this matter immediately, because of the approaching time, and if the product is not protected now, it will be lost and our rights as well.

*Cover opened, copy of translation
Taken for Bushire.
Kroning
28/8/34.*







"سري مستعجل"

١٦٥٧/١٦

مشرة حميد الشمر عالي الجساء الانضم المحب المميز المبراري واثم التوكيل السياسي للدولة البهيمه
القمرية الانتكليه بالكريت دام حمر

بعد السلام والبرال عن عزيزنا طرکم دشم بخور ورسود

تفيد ساد تكم عما حدث في املاكنا الفار والغداغية ذبح سب العوايد الجارية كل سنة في اول الشهر
نمذنا من اهل خيرة من نفس الفلح ومن مهاريتهم بخير من الشر من جري الظمان * وكل ذلاح يلزم بالذي
عليه

وفي هذه الايام وكملنا ارسل خواريص للفاو والغداغية موجب السادة وهذا بعد اثمهم بالخبر وجمهر
لهم الفلح رجال وصاد* واخذهم بين الخواريص وعضيرتهم بالحجار والمصا* حتى ان بعض منهم انجرحوا
وقد اساءنا هذا العمل الذي اجروه الفلح بدون داعي انما يقصدون احتلال ملكنا وضياع حقوقنا
وافتكرت ان اعدا احد اولادنا مع بعض الخدام يصورون بالملك لأجل المحافظة والملازمة ولكني
لمرت ذلك لكوتي لاسب ان يقع اذناك عند شقيقتنا حكومة العراق

وقد راجع وكملنا الحكام الاداريين بالبحر وبن لهم اللازم عن اعمال الفلح المسركين * ولكن مع الاسف
ان الحكومة العراقية مارا بامتها اجرائات شديده لرفع اهل الحركات وتأديهم على مقتضى اعمالهم وقد اساءنا
ذلك وصرفنا في فكران الحكومة العراقية قد تكون راضيه بهذه الشمايت الضارة لملكنا وحواسنا واظن ان
الحكومة العراقية ما تكرر هذه الحركات ضدنا حيث اننا في ذلك حكومة صاحب الجلالة البريطانية ومن التابعين
لها

بما* عليه الشهر واصل هذا اعمال الفلح وعدم تأديب الحكومة لهم بشدة مما يسبب ضياع حقوقنا
لهذا نريدكم بذل العناية والالتفات لهذه القضية بصوره مستعجلة لأن السوق ضيق والمواصل اذ ما
المنفعة الآن تشمل وضياع حقوقنا * هذا ما نلزم والباري مستظكم/ مخلصكم
١٦ جماد اول ١٣٥٣ الموافق ١٩ اوكست ١٩٣٤

حاکم الکویت



CONFIDENTIAL.

No. 794-S of 1934

(166) 156 160

CONFIDENTIAL
Kuwait Receipt
No. 8664 Dated 24.8.34

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

The Political Agent,
Kuwait.

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

Dated...27th...August 1934

Reference to previous correspondence:

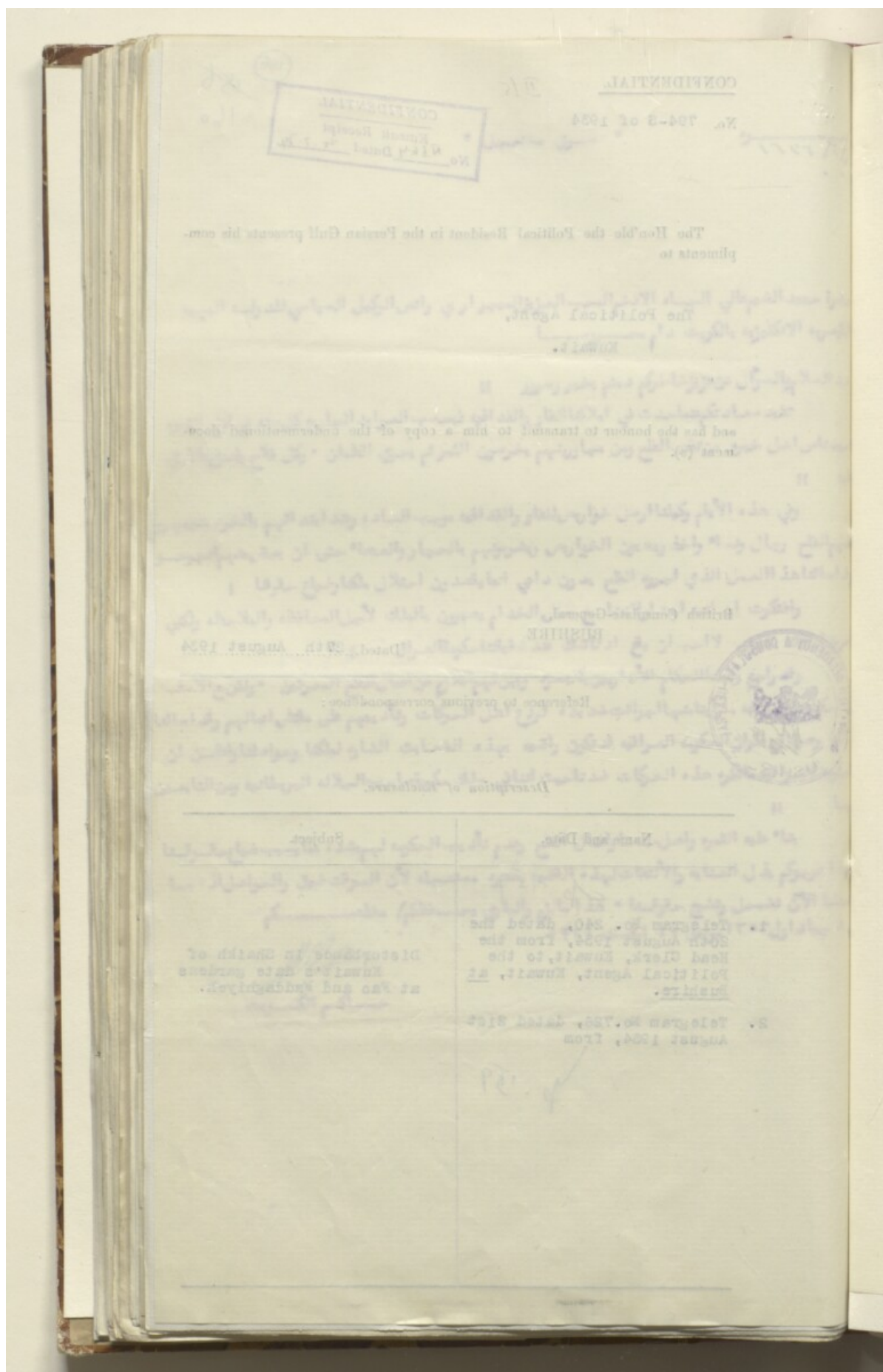
Description of Enclosure.

Name and Date.	Subject.
<p>1. Telegram No. 240, dated the 20th August 1934, from the Head Clerk, Kuwait, to the Political Agent, Kuwait, at <u>Bushire</u>.</p>	<p>Disturbance in Shaikh of Kuwait's date gardens at Fao and Faddaghiyeh.</p>
<p>2. Telegram No. 726, dated 21st August 1934, from</p>	

p. 157

p. 159

BRITISH RESIDENCY & CONSULATE GENERAL
BUSHIRE
27/8





157 (167)
161

Telegram G.T.C.
From Political Agency, Kuwait.
To Britconsul, Bushire.
No 240.
Dated 20th August 1934.

Important

Following for Political Agent, Kuwait,
Basrah.

Following is precis of urgent letter
to you from Shaikh which is being sent by post.

Paragraphs 1 and 2

According to the usual customs surveyors
appointed from amongst the fellaheen themselves had
been sent to assess the quality of standing crop.
When they had started work at FAO and FADAGHIYEH
fellaheen men and women had attacked them with sticks
and wounded several of them (as a result assessment had
had to be abandoned).

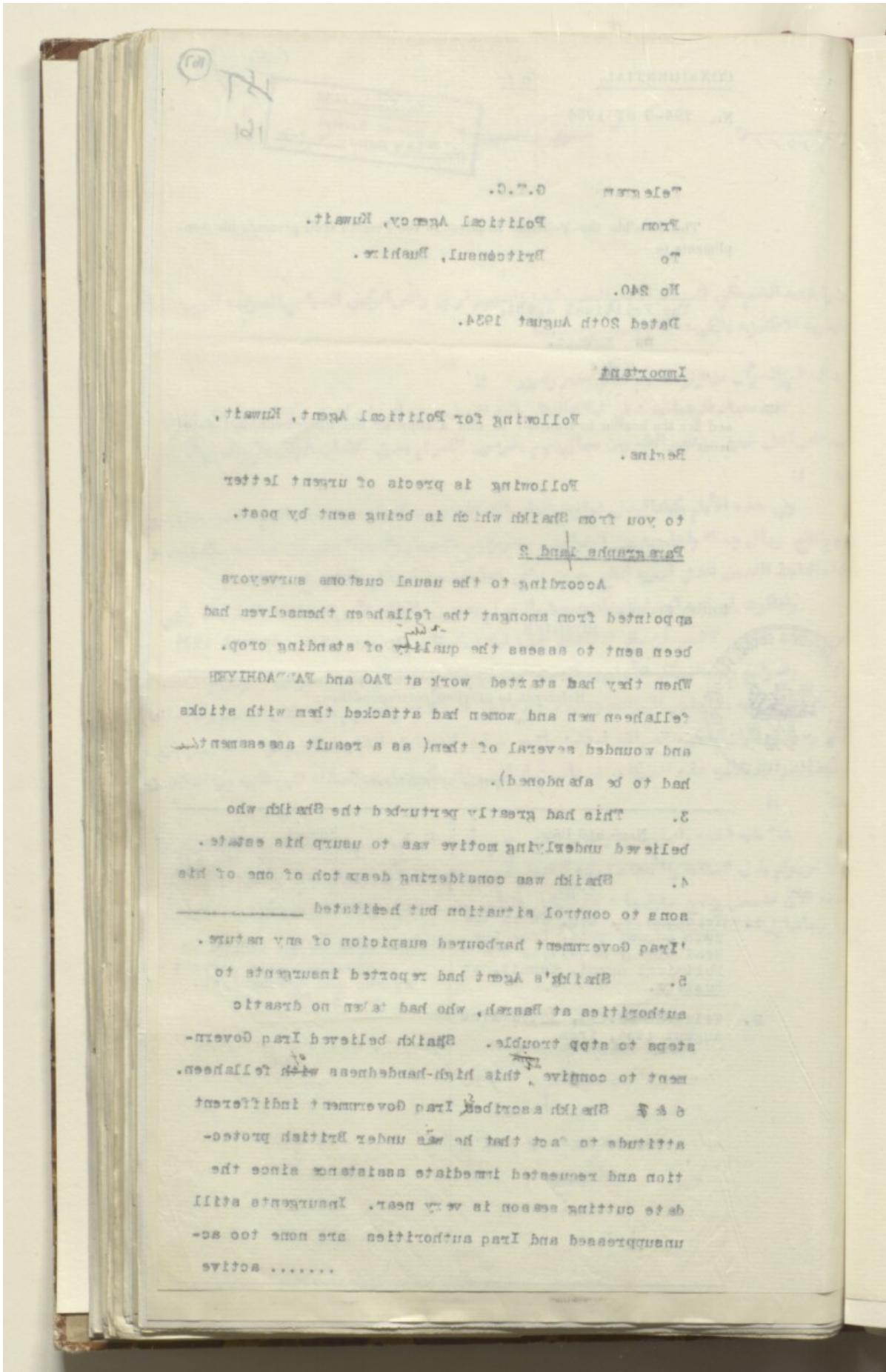
3. This had greatly perturbed the Shaikh who
believed underlying motive was to usurp his estate.

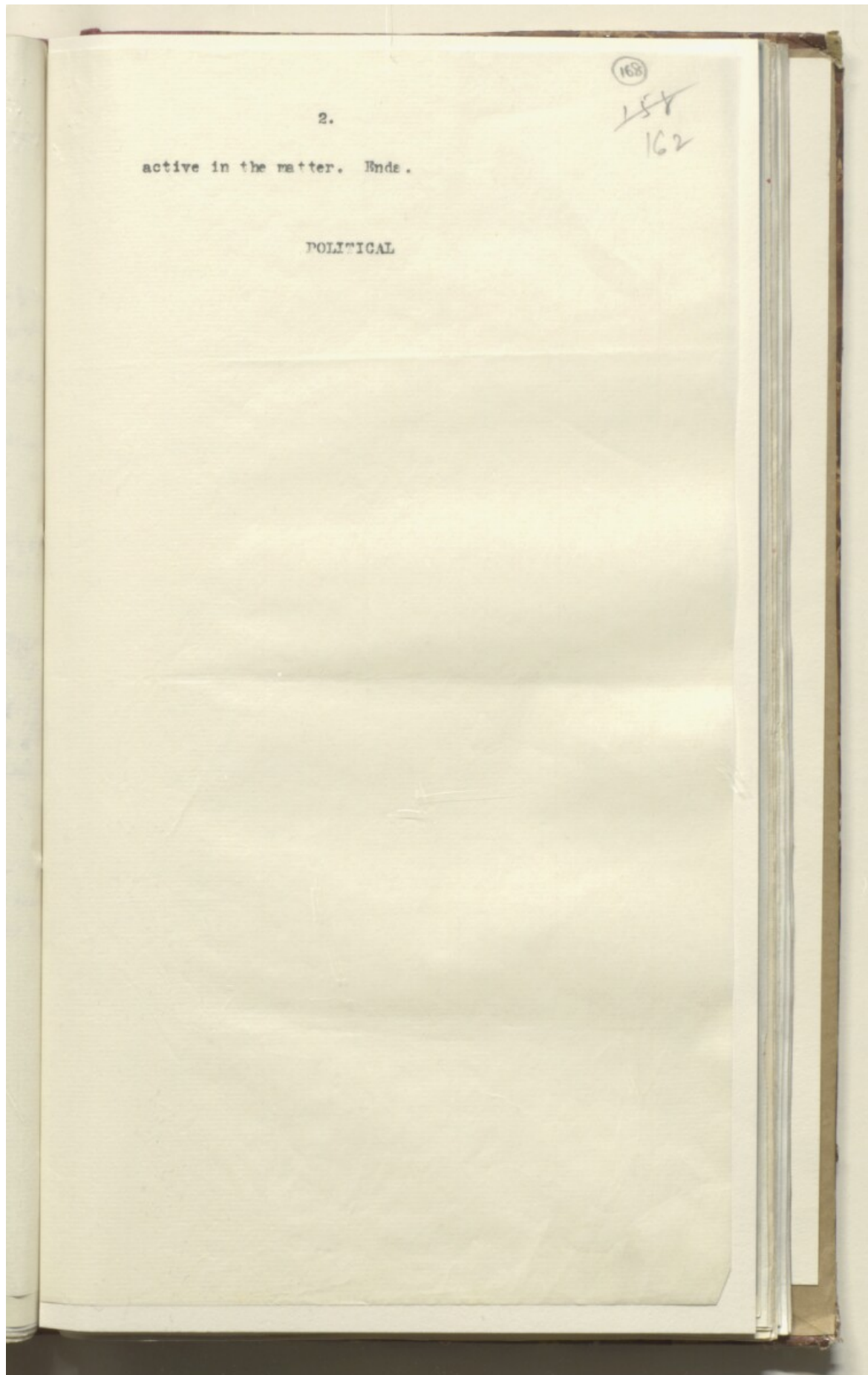
4. Shaikh was considering despatch of one of his
sons to control situation but hesitated _____

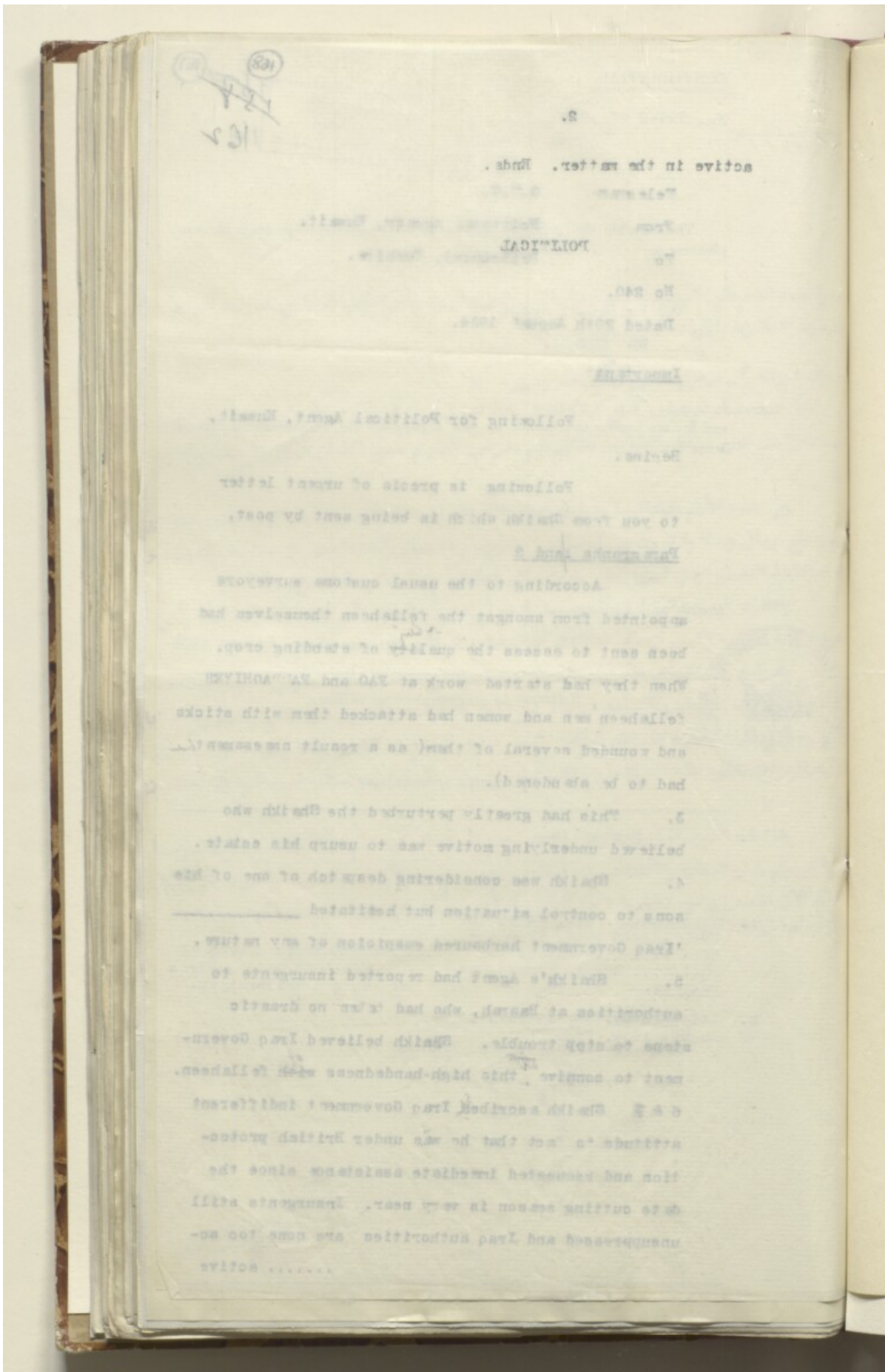
'Iraq Government harboured suspicion of any nature.

5. Shaikh's Agent had reported insurgents to
authorities at Basrah, who had taken no drastic
steps to stop trouble. Shaikh believed Iraq Govern-
ment to connive ^{with} this high-handedness ^{of} with fellaheen.

6 & 7 Shaikh ascribed ^{to} Iraq Government indifferent
attitude to fact that he was under British protec-
tion and requested immediate assistance since the
date cutting season is very near. Insurgents still
unsuppressed and Iraq authorities are none too ac-
..... active









COPY FOR MAJOR WATTS.

R.V. 657
26 Aug.

159 (169)
168

Telegram XX.
From Secretary to Resident, Bushire.
To Political Resident, at Shiraz.
No. 726.
Dated and received 21st August 1934.

IMPORTANT.

Head Clerk, Kuwait, has telegraphed to Major Watts, Bushire, that Shaikh has sent an urgent letter (copy by next mail) of which following is precis.:-

Date Gardens.

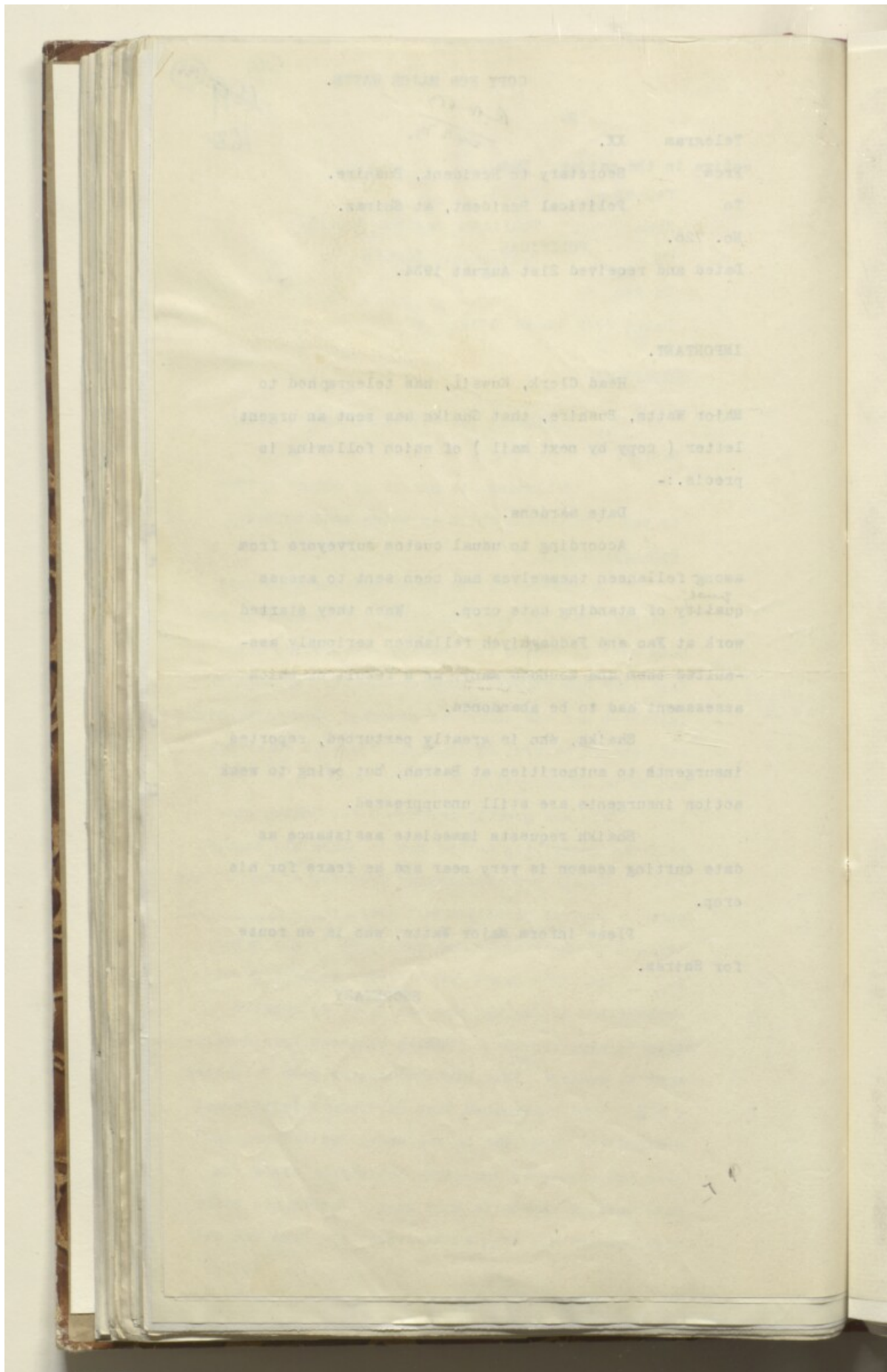
According to usual custom surveyors from among fellaheen themselves had been sent to assess ^{quality} of standing date crop. When they started work at Fao and Faddaghiyeh fellaheen seriously assaulted them and wounded many, as a result of which assessment had to be abandoned.

Shaikh, who is greatly perturbed, reported insurgents to authorities at Basrah, but owing to weak action insurgents are still unsuppressed.

Shaikh requests immediate assistance as date cutting season is very near and he fears for his crop.

Please inform Major Watts, who is en route for Shiraz.

SECRETARY





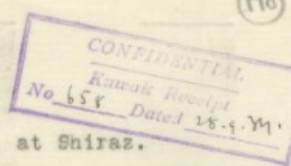
53/11. R/S
Telegram R. '27.

From Political Resident, at Shiraz.

To H.M.'s. Charge' d'Affaires, Baghdad.

No. T-156.

Dated 22nd August 1934.



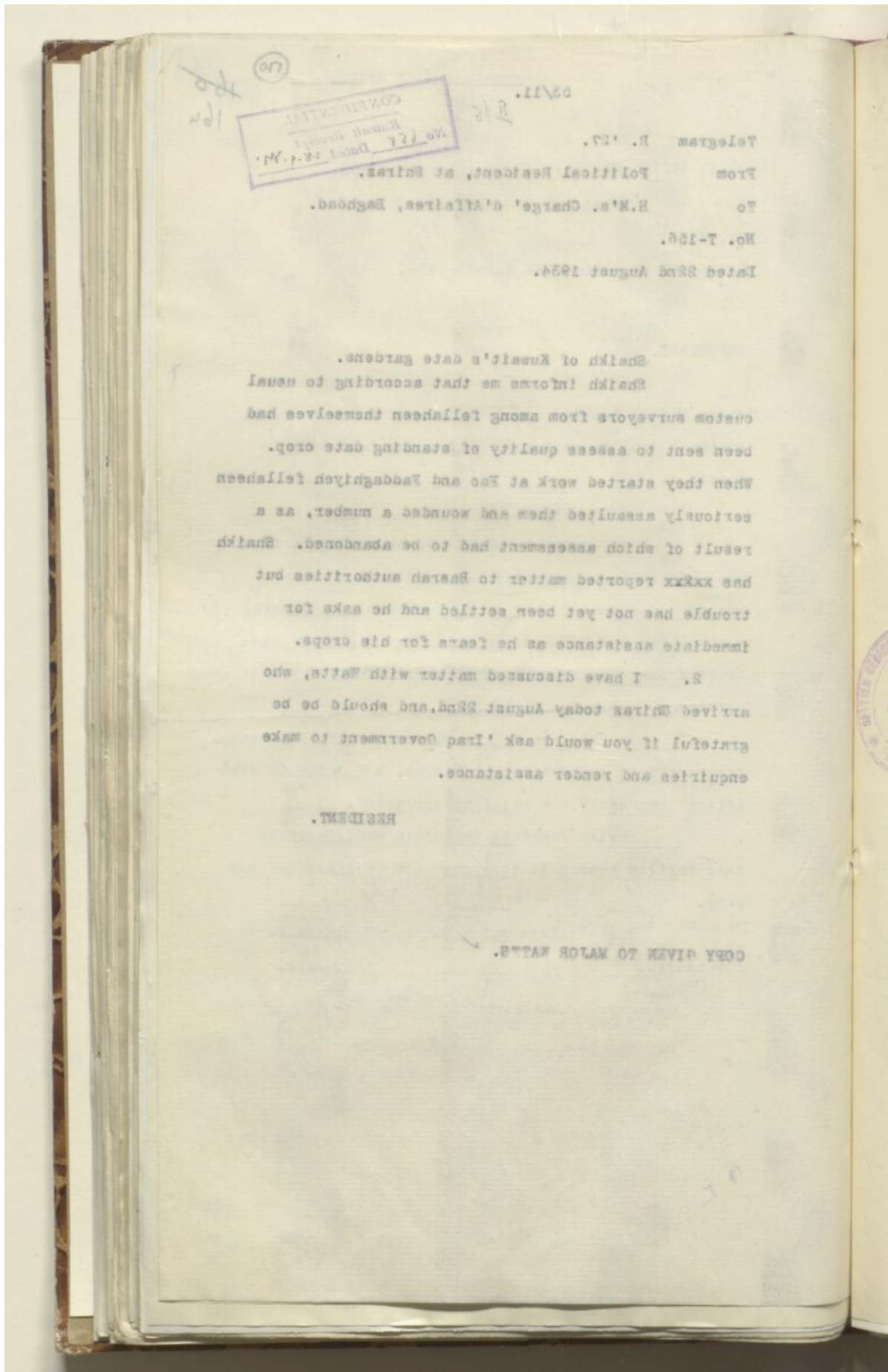
Shaikh of Kuwait's date gardens.

Shaikh informs me that according to usual custom surveyors from among fellaheen themselves had been sent to assess quality of standing date crop. When they started work at Fao and Faddaghiyeh fellaheen seriously assaulted them and wounded a number, as a result of which assessment had to be abandoned. Shaikh has xxxxx reported matter to Basrah authorities but trouble has not yet been settled and he asks for immediate assistance as he fears for his crops.

2. I have discussed matter with Watts, who arrived Shiraz today August 22nd, and should be be grateful if you would ask 'Iraq Government to make enquiries and render assistance.

RESIDENT.

COPY GIVEN TO MAJOR WATTS. ✓





CONFIDENTIAL.

No. 793-S of 1934

R.V. 693

28.9.34

(171) 167
168

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

The Political Agent,
Kuwait.

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

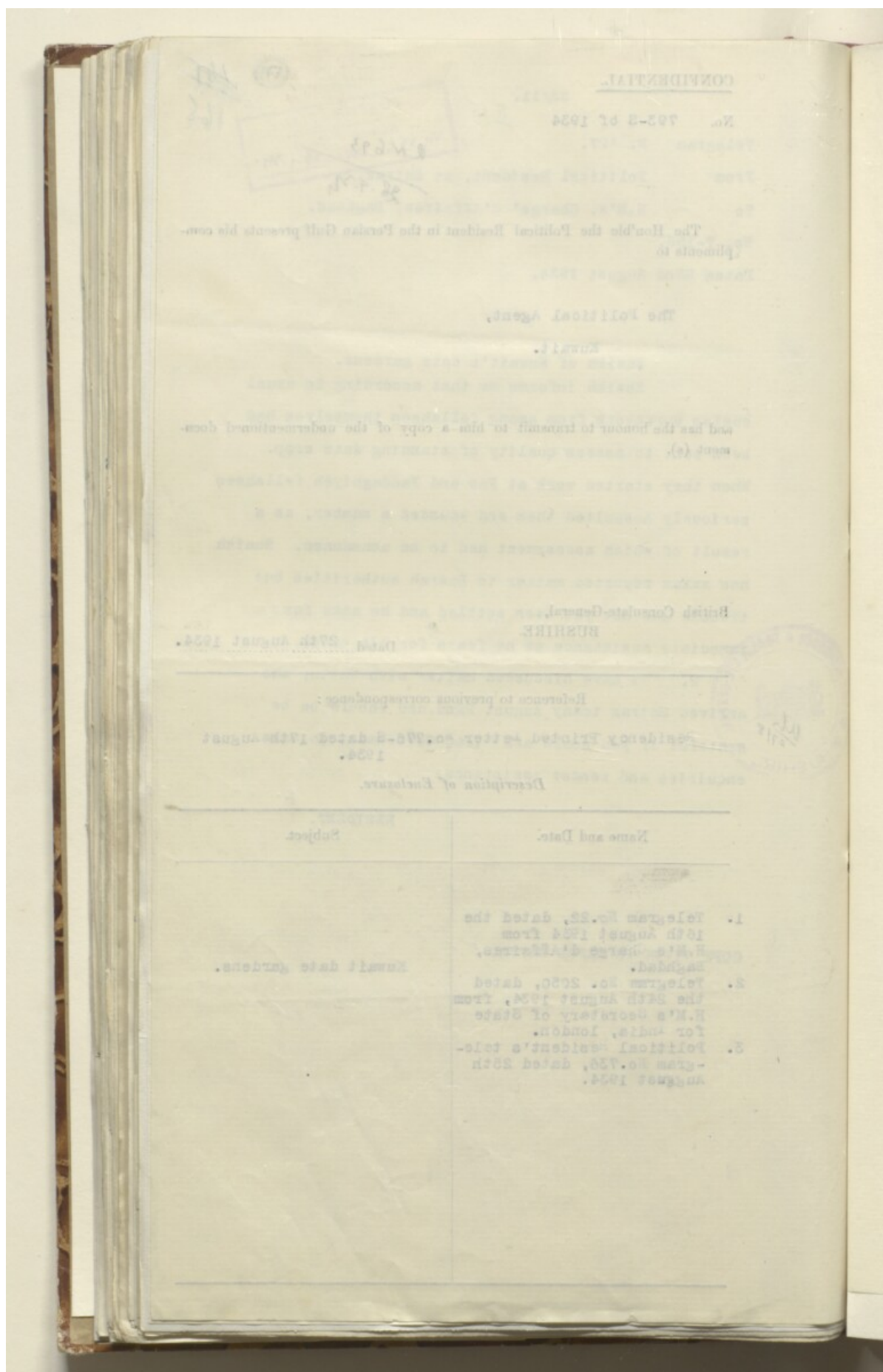
Dated... 27th August 1934.

Reference to previous correspondence:

Residency Printed Letter No. 776-S dated 17th August 1934.

Description of Enclosure.

Name and Date.	Subject.
1. Telegram No. 22, dated the 16th August 1934 from H.M.'s Charge d'Affaires, Baghdad.	Kuwait date gardens.
2. Telegram No. 2050, dated the 24th August 1934, from H.M.'s Secretary of State for India, London.	
3. Political Resident's telegram No. 736, dated 25th August 1934.	





see copy of 149 (m) 162
166

Telegram R.30
From H.M's Charge d'Affaires, Baghdad.
To H.M's Secretary of State for Foreign
Affairs, London. No 192.
Repeated to Political Resident, Bushire No 22.
Political Agent, Kuwait. No 2.
Dated 16th received 17th August 1934.

p. 148

Your telegram No 140.

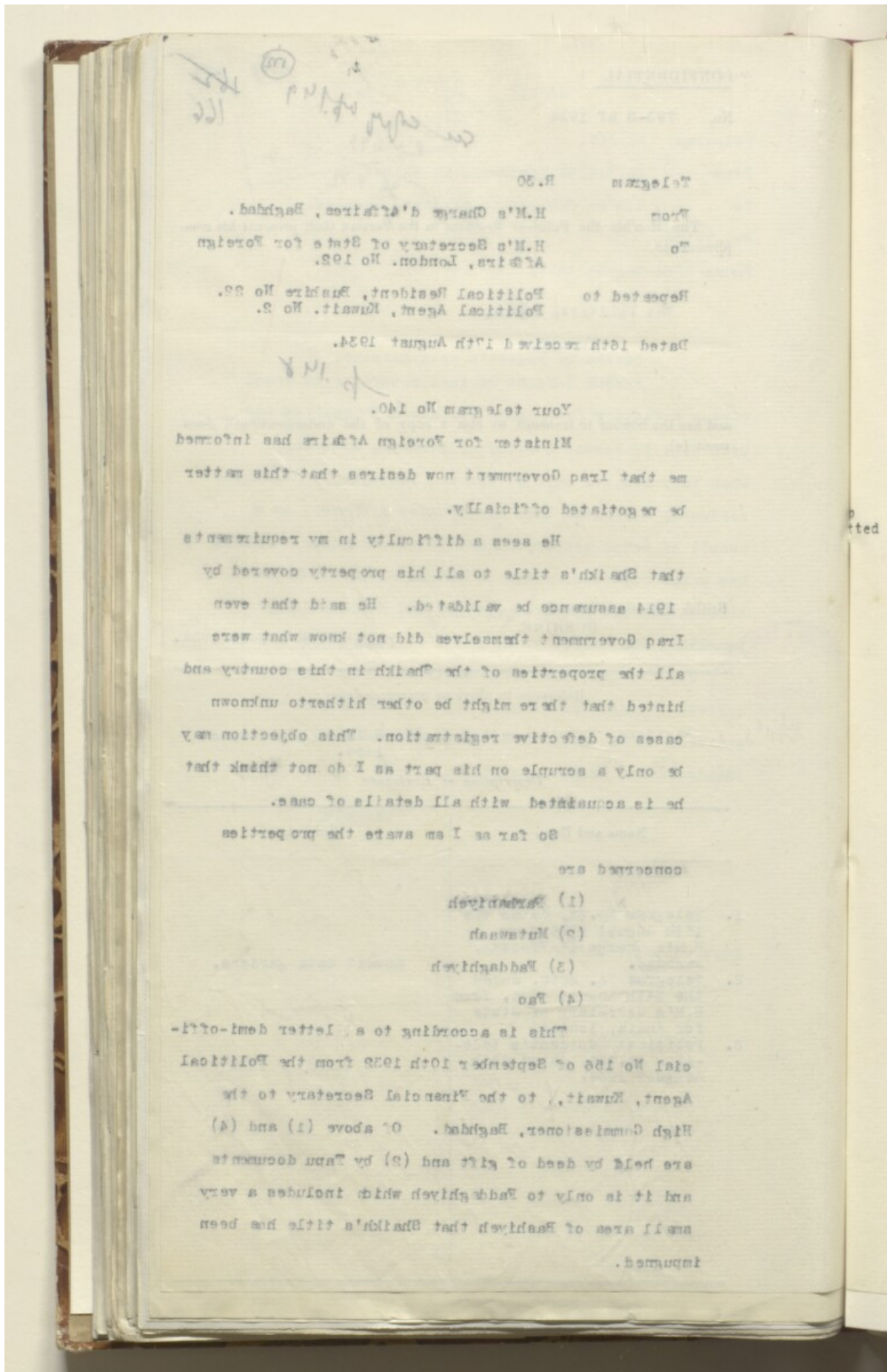
Minister for Foreign Affairs has informed me that Iraq Government now desires that this matter be negotiated officially.

He sees a difficulty in my requirements that Shaikh's title to all his property covered by 1914 assurance be validated. He said that even Iraq Government themselves did not know what were all the properties of the Shaikh in this country and hinted that there might be other hitherto unknown cases of defective registration. This objection may be only a scruple on his part as I do not think that he is acquainted with all details of case.

So far as I am aware the properties concerned are

- (1) Farhaniyeh
- (2) Mutawaah
- (3) Faddaghiyeh
- (4) Fao

This is according to a letter demi-official No 156 of September 10th 1932 from the Political Agent, Kuwait, to the Financial Secretary to the High Commissioner, Baghdad. Of above (1) and (4) are held by deed of gift and (2) by Tapu documents and it is only to Faddaghiyeh which includes a very small area of Bashiye that Shaikh's title has been impugned.





2.

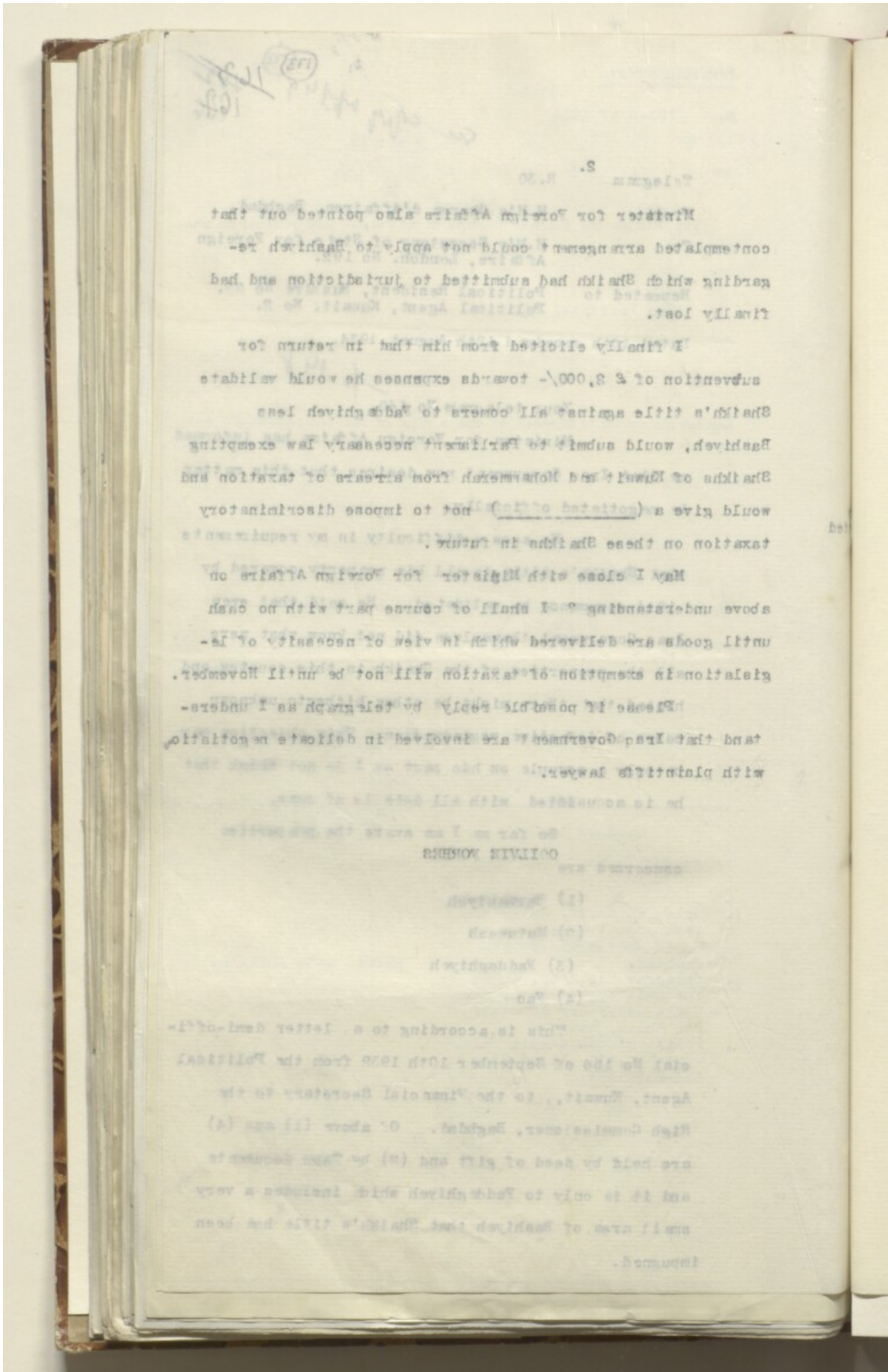
Minister for Foreign Affairs also pointed out that contemplated arrangement could not apply to Bashiveh regarding which Shaikh had submitted to jurisdiction and had finally lost.

I finally elicited from him that in return for subvention of £ 2,000/- towards expenses he would validate Shaikh's title against all comers to Waddaghiyeh less Bashiveh, would submit to Parliament necessary law exempting Shaikhs of Kuwait and Mohammerah from arrears of taxation and would give a () not to impose discriminatory taxation on these Shaikhs in future.

May I close with Minister for Foreign Affairs on above understanding? I shall of course part with no cash until goods are delivered which in view of necessity of legislation in exemption of taxation will not be until November.

Please if possible reply by telegraph as I understand that Iraq Government are involved in delicate negotiation with plaintiffs lawyer.

OSILVIE FORBES





(174) 164
168

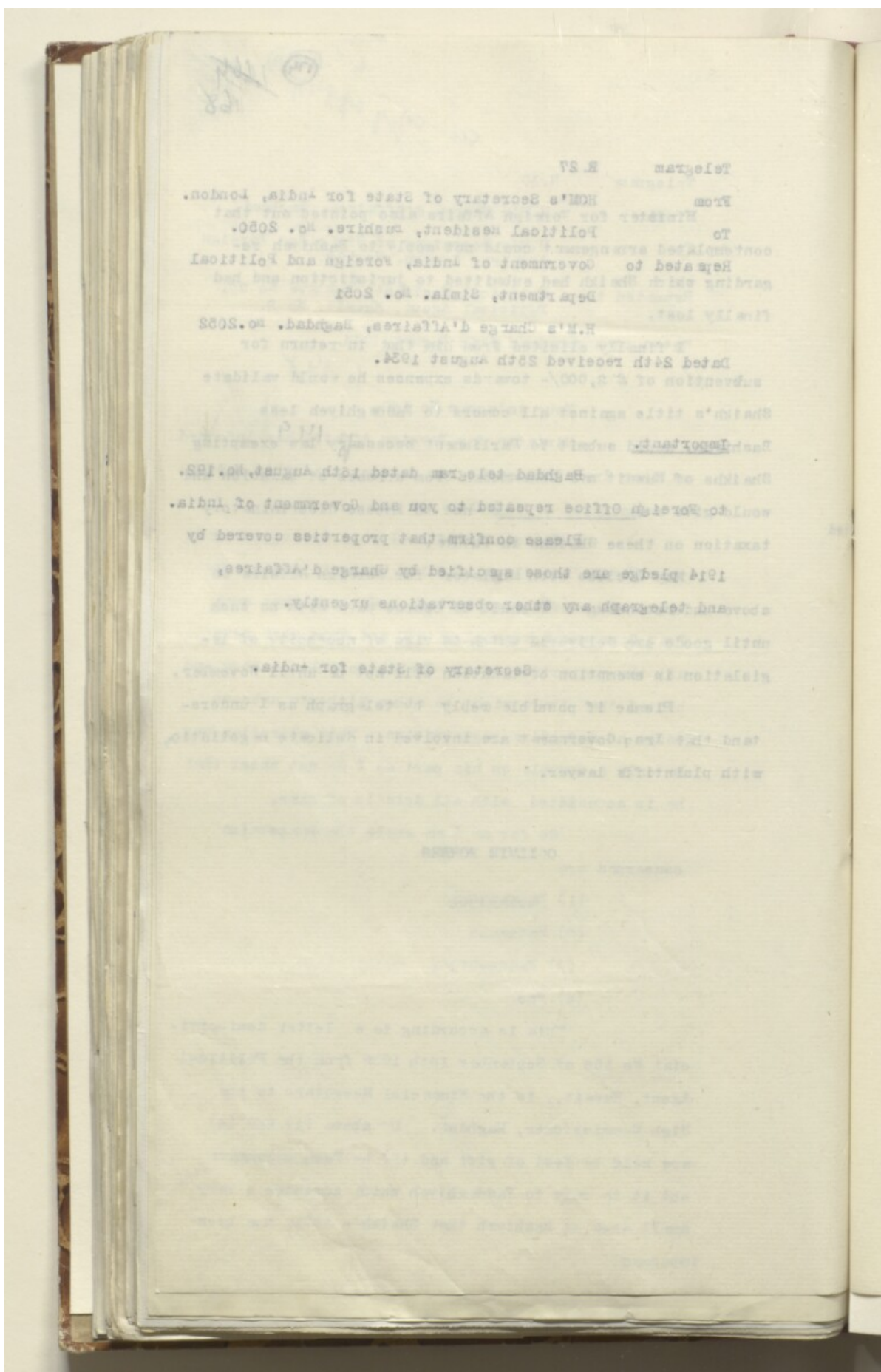
Telegram R 27
From H.M.'s Secretary of State for India, London.
To Political Resident, Bushire, No. 2050.
Repeated to Government of India, Foreign and Political
Department, Simla. No. 2051
H.M.'s Charge d'Affaires, Baghdad. No. 2052
Dated 24th received 25th August 1934.

Important.

149

Baghdad telegram dated 16th August, No. 192.
to Foreign Office repeated to you and Government of India.
Please confirm that properties covered by
1914 pledge are those specified by Charge d'Affaires,
and telegraph any other observations urgently.

Secretary of State for India.





(175)
165
169

Telegram R 27
From Political Resident, Bushire.
To H.M.'s Secretary of State for India, London.
Repeated to Government of India, Foreign and Political
Department, Simla. No.
H.M.'s Charge d'Affaires, Baghdad.

No. 736

Dated 25th August 1934.

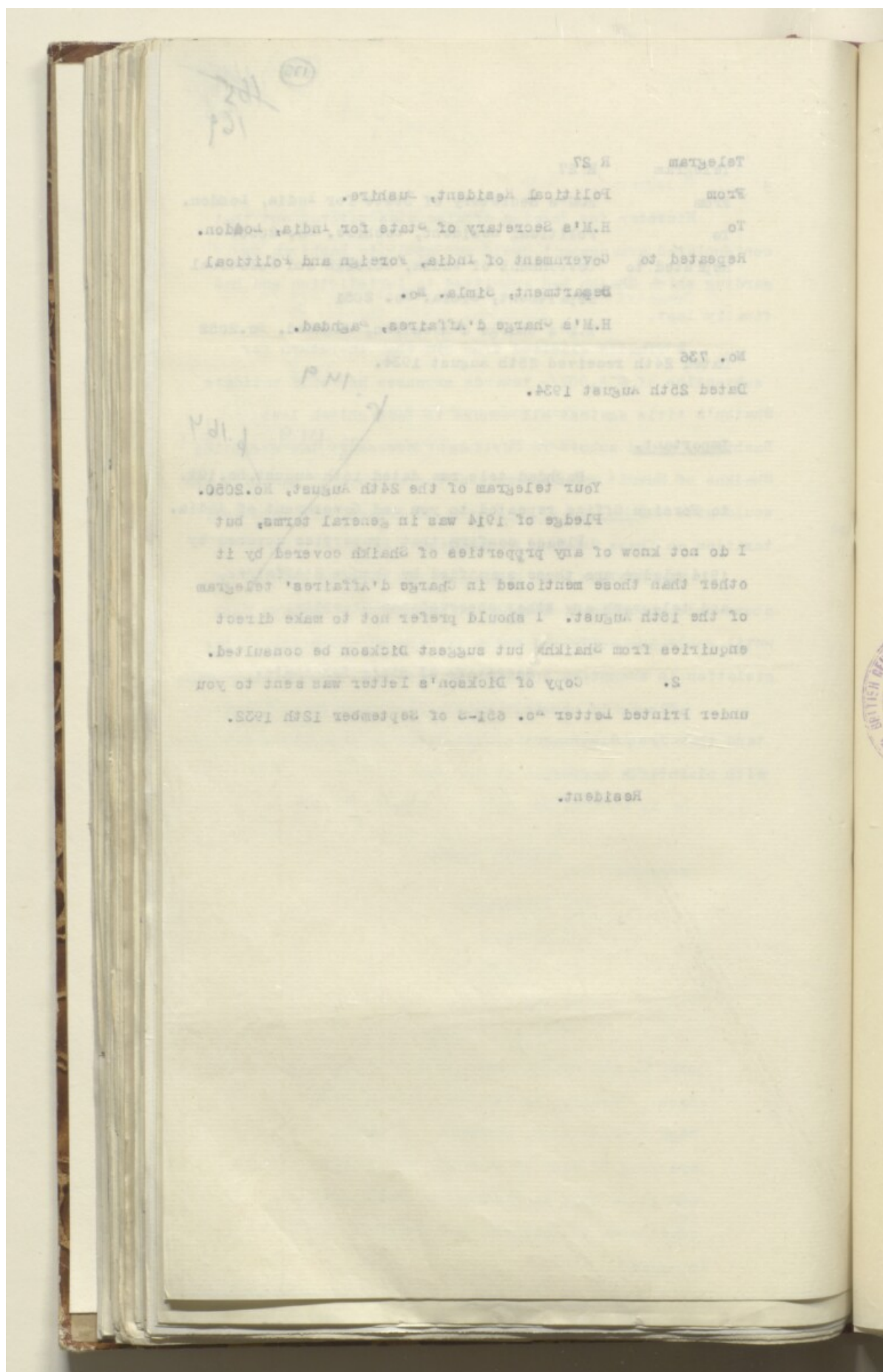
p. 149
p. 164

Your telegram of the 24th August, No. 2050.

Pledge of 1914 was in general terms, but
I do not know of any properties of Shaikh covered by it
other than those mentioned in Charge d'Affaires' telegram
of the 16th August. I should prefer not to make direct
enquiries from Shaikh but suggest Dickson be consulted.

2. Copy of Dickson's letter was sent to you
under Printed Letter No. 651-S of September 12th 1932.

Resident.





CONFIDENTIAL.

No. 838-S of 1934.

R.N. 694

22. 9. 34.

(176)

166
170

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

The Political Agent, Kuwait,
at SHIRAZ.

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

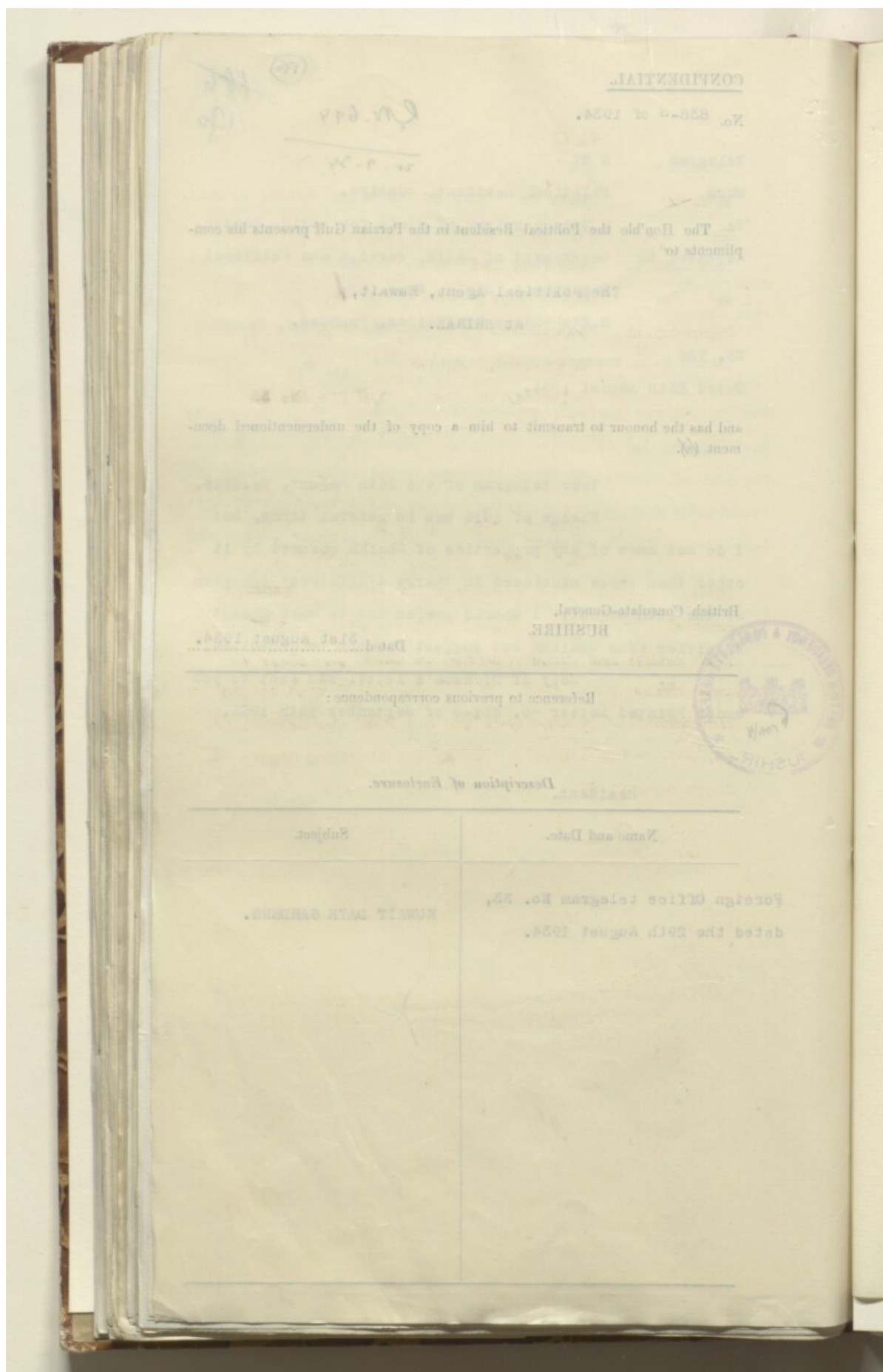
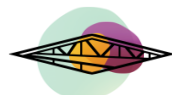
Dated 31st August 1934.



Reference to previous correspondence:

Description of Enclosure.

Name and Date.	Subject.
Foreign Office telegram No. 33, dated the 29th August 1934.	KUWAIT DATE GARDENS.





53/11

(m) 167
171

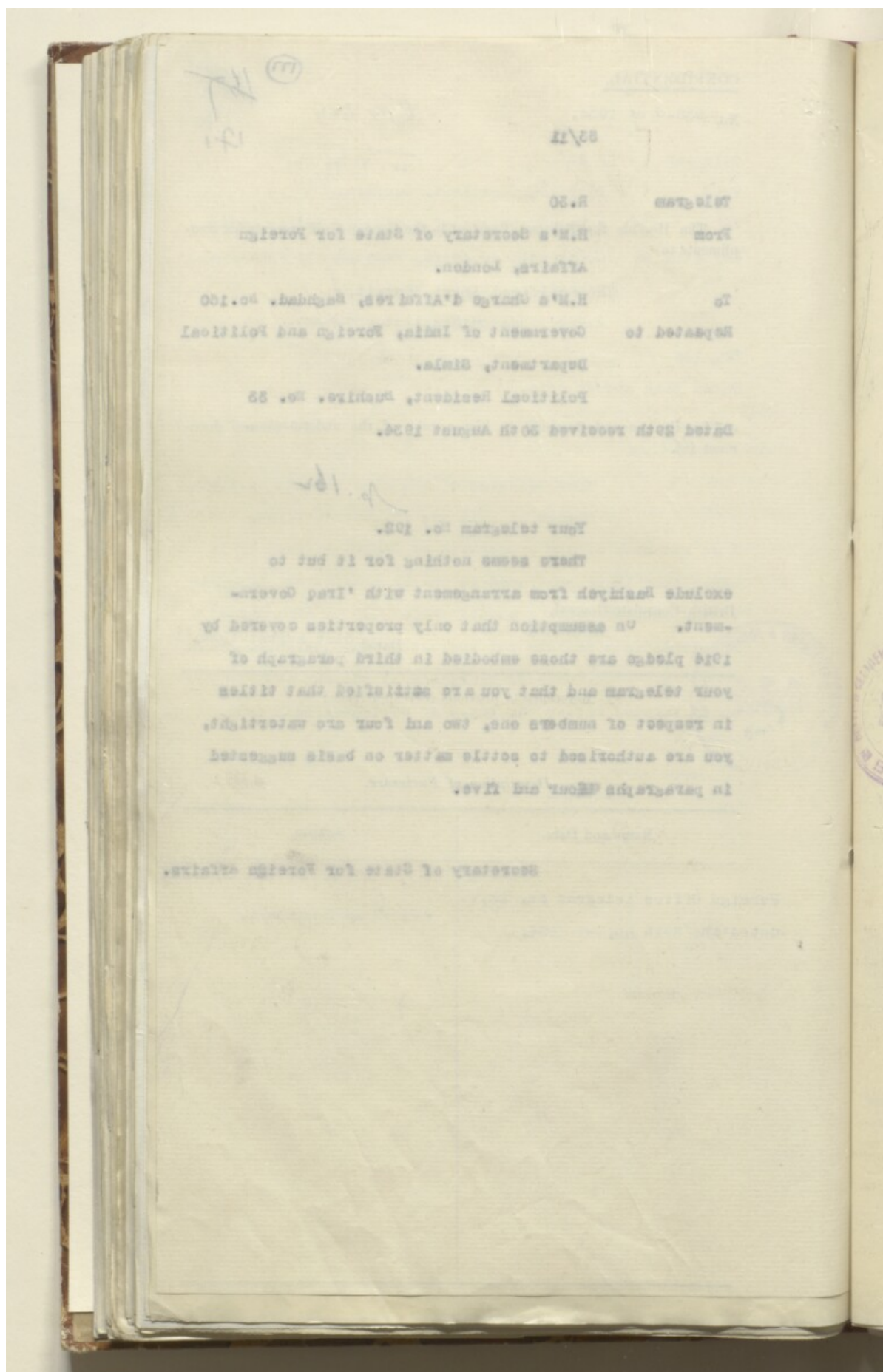
Telegram R.30
From H.M.'s Secretary of State for Foreign
Affairs, London.
To H.M.'s Charge d'Affaires, Baghdad. No.160
Repeated to Government of India, Foreign and Political
Department, Simla.
Political Resident, Bushire. No. 33
Dated 29th received 30th August 1934.

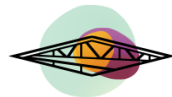
p. 162

Your telegram No. 192.

There seems nothing for it but to
exclude Bashiyyeh from arrangement with 'Iraq Govern-
-ment. On assumption that only properties covered by
1914 pledge are those embodied in third paragraph of
your telegram and that you are satisfied that titles
in respect of numbers one, two and four are watertight,
you are authorised to settle matter on basis suggested
in paragraphs four and five.

Secretary of State for Foreign Affairs.





CONFIDENTIAL.

No. 555-S of 1934.

R.I. No. 695
28.9.34.

(178)
168
172

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. The Foreign Secretary to the Government of India,
Simla.

✓ 2. The Political Agent, Kuwait.

and has the honour to transmit to him a copy of the undermentioned document (s).

British Consulate-General,
BUSHIRE.

Dated 4th September 1934.



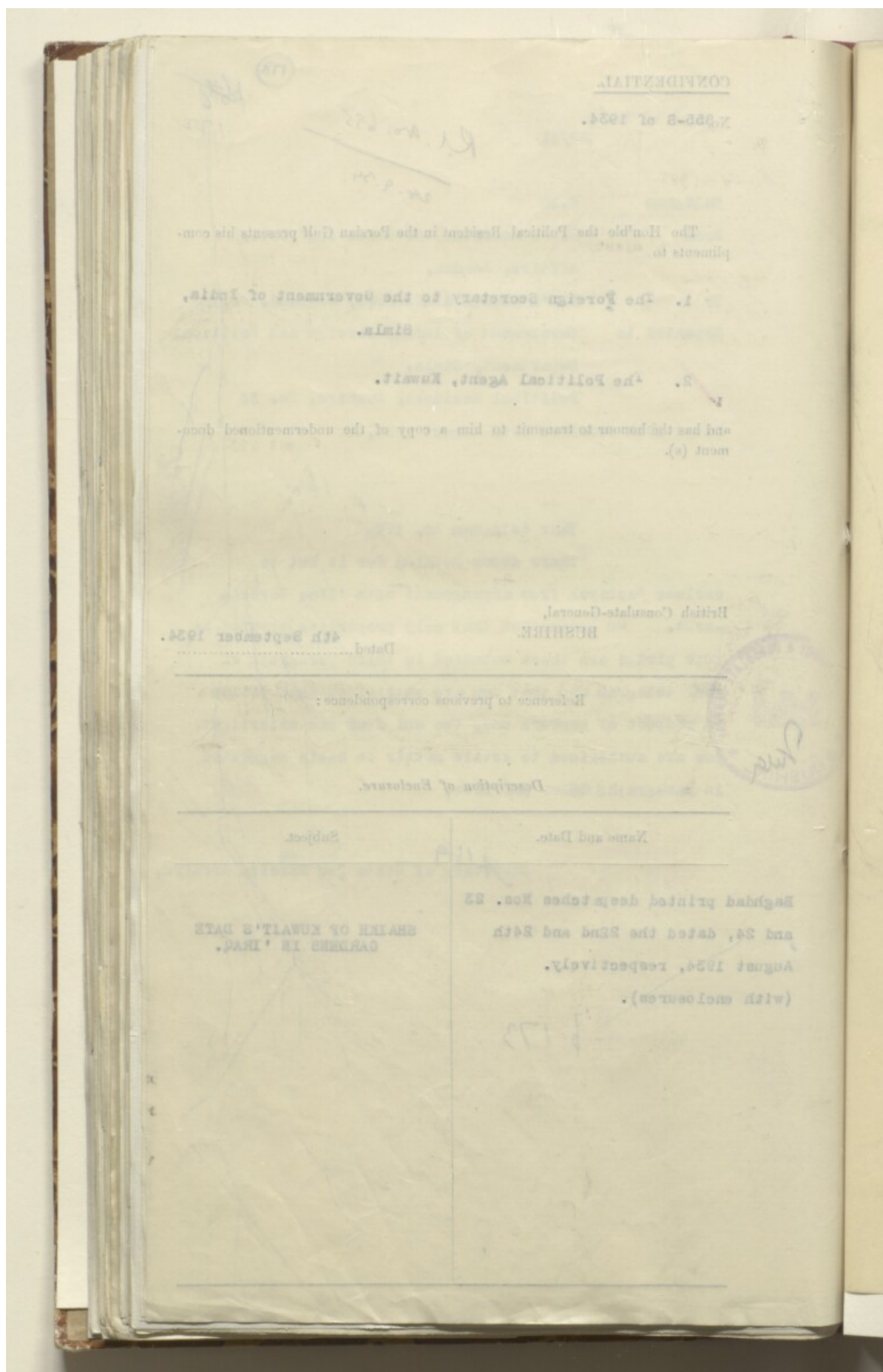
Reference to previous correspondence:

Description of Enclosure.

Name and Date.	Subject.
Baghdad printed despatches Nos. 23 and 24, dated the 22nd and 24th August 1934, respectively. (with enclosures).	SHAikh OF KUWAIT'S DATE GARDENS IN 'IRAQ.

169

173





No. 23.
(143/33/34)

(179)

169
173

His Majesty's Charge d'Affaires at Baghdad presents
his compliments to the Honourable the Political Resident
in the Persian Gulf, Bushire, and has the honour to transmit
to him the undermentioned documents.

BRITISH EMBASSY,
BAGHDAD.

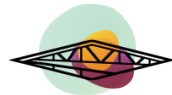
22nd August 1934.

Reference to previous correspondence:
Baghdad telegram No. 22 dated the 16th August 1934.

DESCRIPTION OF ENCLOSURE.

NAME AND DATE.	SUBJECT.
Letter No. 483 dated the 22nd August 1934 to the Iraqi Minister for Foreign Affairs, Baghdad.	DATE GARDENS OF THE SHAIKHS OF KUWAIT & MOMAMMERAH.





ENCLOSURE IN BAGHDAD DESPATCH NO. 23

of 22nd August, 1934.

No. 483.

BRITISH EMBASSY,

BAGHDAD?

22nd August, 1934.

My dear Minister,

With reference to our recent conversations on the subject of the date gardens in Iraq belonging to the Shaikhs of Kuwait and Mohammerah, His Majesty's Government in the United Kingdom make the following proposals for the settlement of this difficult question.

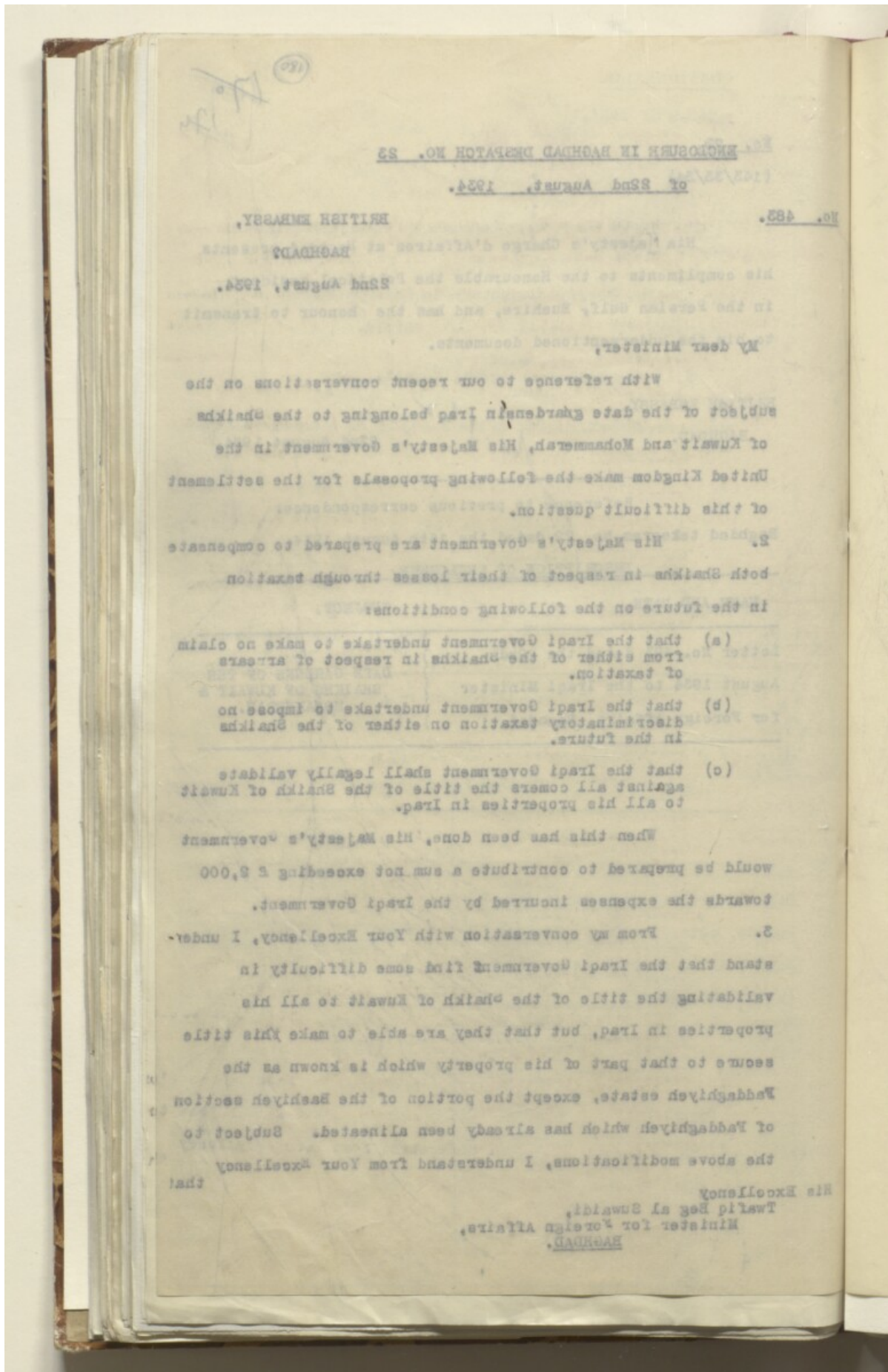
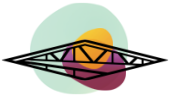
2. His Majesty's Government are prepared to compensate both Shaikhs in respect of their losses through taxation in the future on the following conditions:

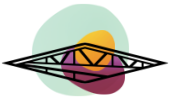
- (a) that the Iraqi Government undertake to make no claim from either of the Shaikhs in respect of arrears of taxation.
- (b) that the Iraqi Government undertake to impose no discriminatory taxation on either of the Shaikhs in the future.
- (c) that the Iraqi Government shall legally validate against all comers the title of the Shaikh of Kuwait to all his properties in Iraq.

When this has been done, His Majesty's Government would be prepared to contribute a sum not exceeding £ 2,000 towards the expenses incurred by the Iraqi Government.

3. From my conversation with Your Excellency, I understand that the Iraqi Government find some difficulty in validating the title of the Shaikh of Kuwait to all his properties in Iraq, but that they are able to make this title secure to that part of his property which is known as the Faddaghiyeh estate, except the portion of the Bashiye section of Faddaghiyeh which has already been alienated. Subject to the above modifications, I understand from Your Excellency that

His Excellency
Twafiq Beg al Suwaidi,
Minister for Foreign Affairs,
BAGHDAD.





- 2 -

that the Iraqi Government are prepared to agree to the proposals set forth in paragraph 2 above. I have, by telegraph, referred to the Foreign Office in London the points raised by you and have requested to be informed whether the proposals as thus modified are acceptable to His Majesty's Government. I shall in due course communicate to you the sense of their reply.

4. Meanwhile, Your Excellency has requested me to inform you of the names of the persons who are claiming ownership of the Shaikh of Kuwait's properties. These may be divided into two groups:

- (a) The persons who claim ownership of portions of the Faddaghiyeh estate.
- (b) The persons who claim ownership of the portions of that strip of the Faddaghiyeh Gardens which is known as the Bashiye Estate.

5. According to the information at my disposal, the following three persons claim one-third each of the portion of the Faddaghiyeh Estate, amounting to 387 jaribs, which is in dispute:

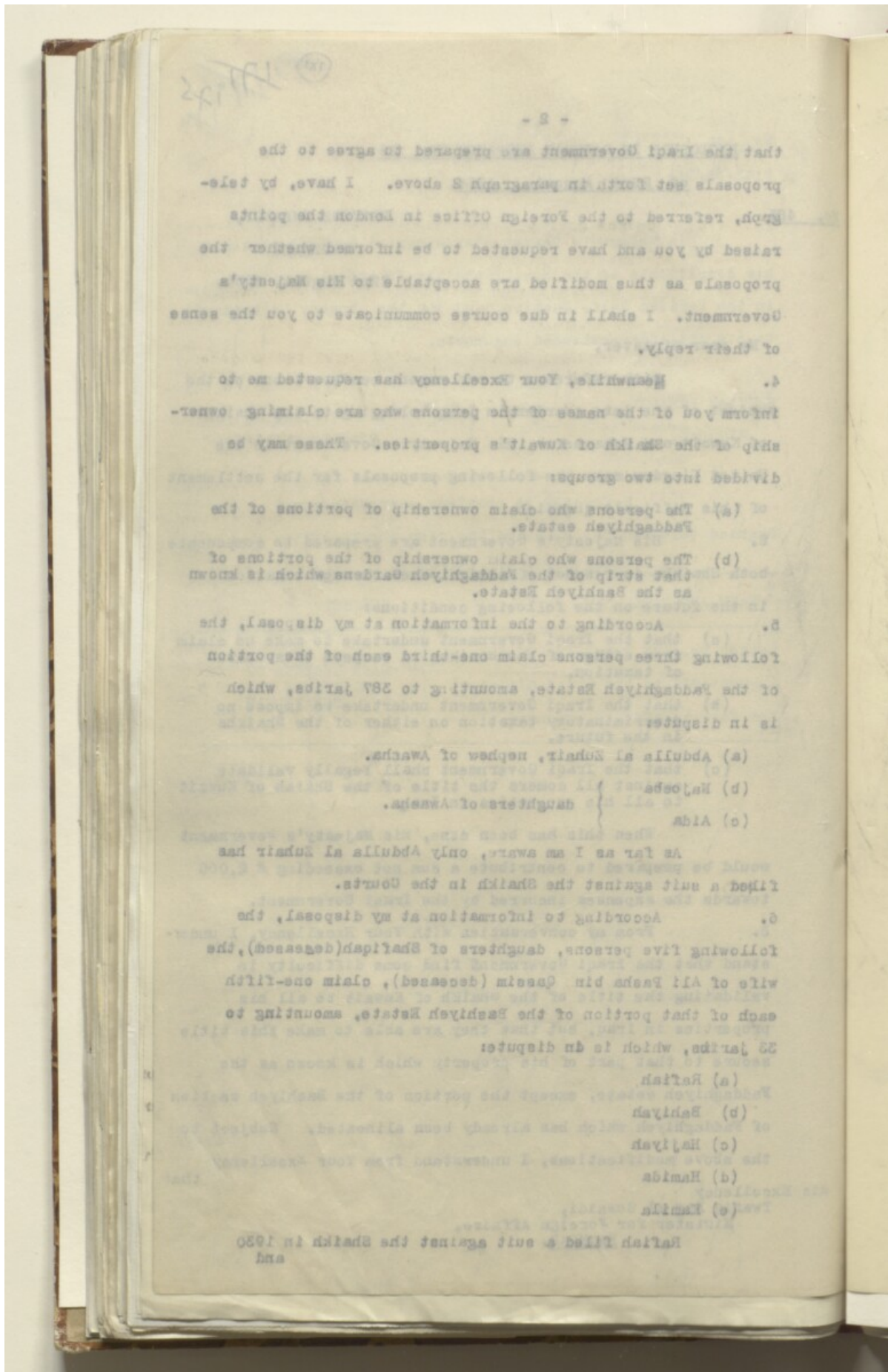
- (a) Abdulla al Zuhair, nephew of Awasha.
 - (b) Najoeba
 - (c) Aida
- } daughters of Awasha.

As far as I am aware, only Abdulla al Zuhair has filed a suit against the Shaikh in the Courts.

6. According to information at my disposal, the following five persons, daughters of Shafiqah (deceased), the wife of Ali Pasha bin Qassim (deceased), claim one-fifth each of that portion of the Bashiye Estate, amounting to 33 jaribs, which is in dispute:

- (a) Rafiah
- (b) Bahiyah
- (c) Hajiyah
- (d) Hamida
- (e) Kamila

Rafiah filed a suit against the Shaikh in 1930
and





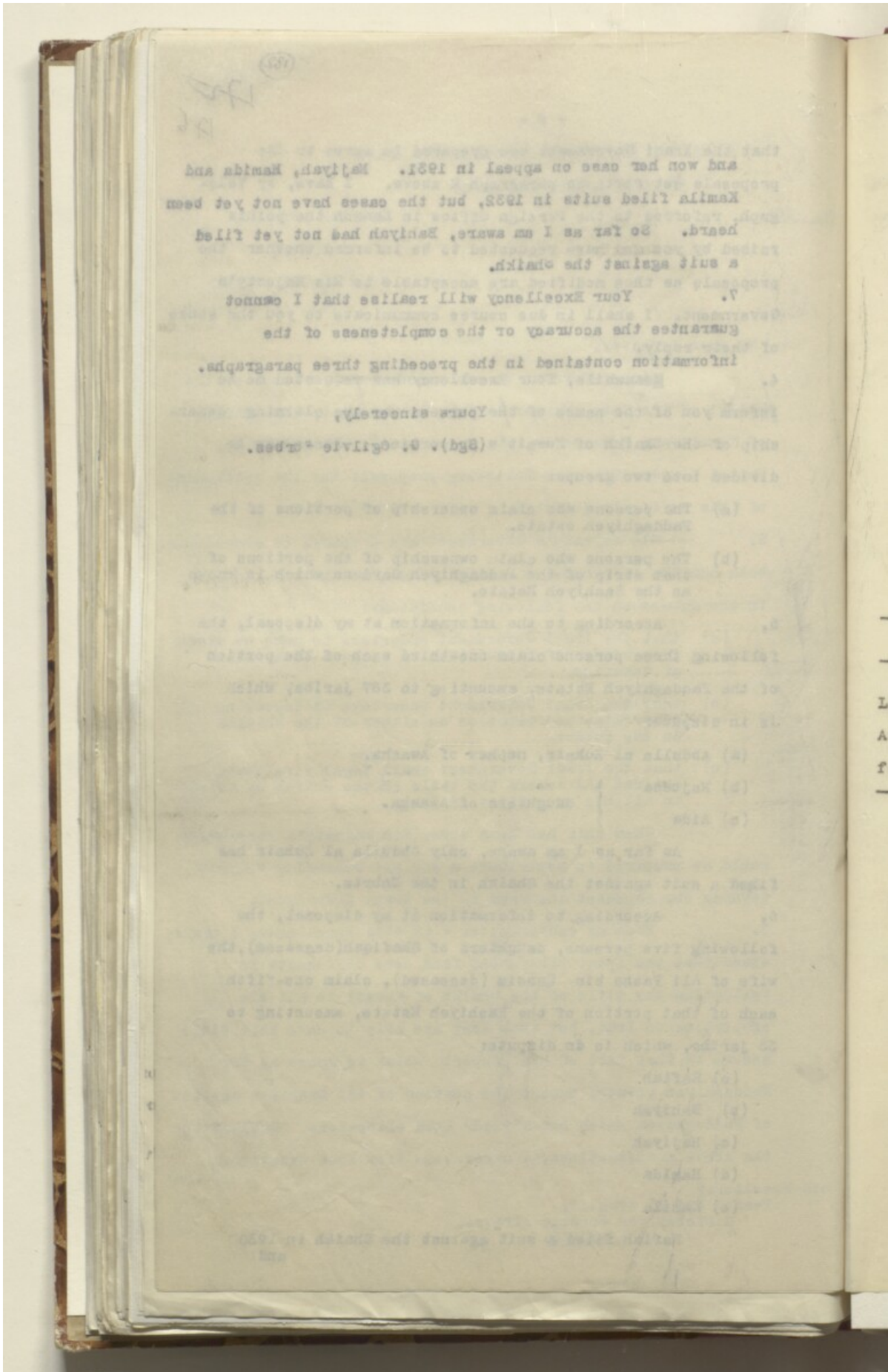
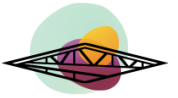
172
176

and won her case on appeal in 1931. Najiyah, Mamida and Kamila filed suits in 1932, but the cases have not yet been heard. So far as I am aware, Baniyah had not yet filed a suit against the Shaikh.

7. Your Excellency will realise that I cannot guarantee the accuracy or the completeness of the information contained in the preceding three paragraphs.

Yours sincerely,

(Sgd). G. Ogilvie Forbes.





No. 24.

(235/13/34)

His Majesty's Charge d'Affaires at Baghdad presents his compliments to the Honourable the Political Resident in the Persian Gulf, Bushire, and has the honour to transmit to him the undermentioned documents.

BRITISH EMBASSY,
BAGHDAD.

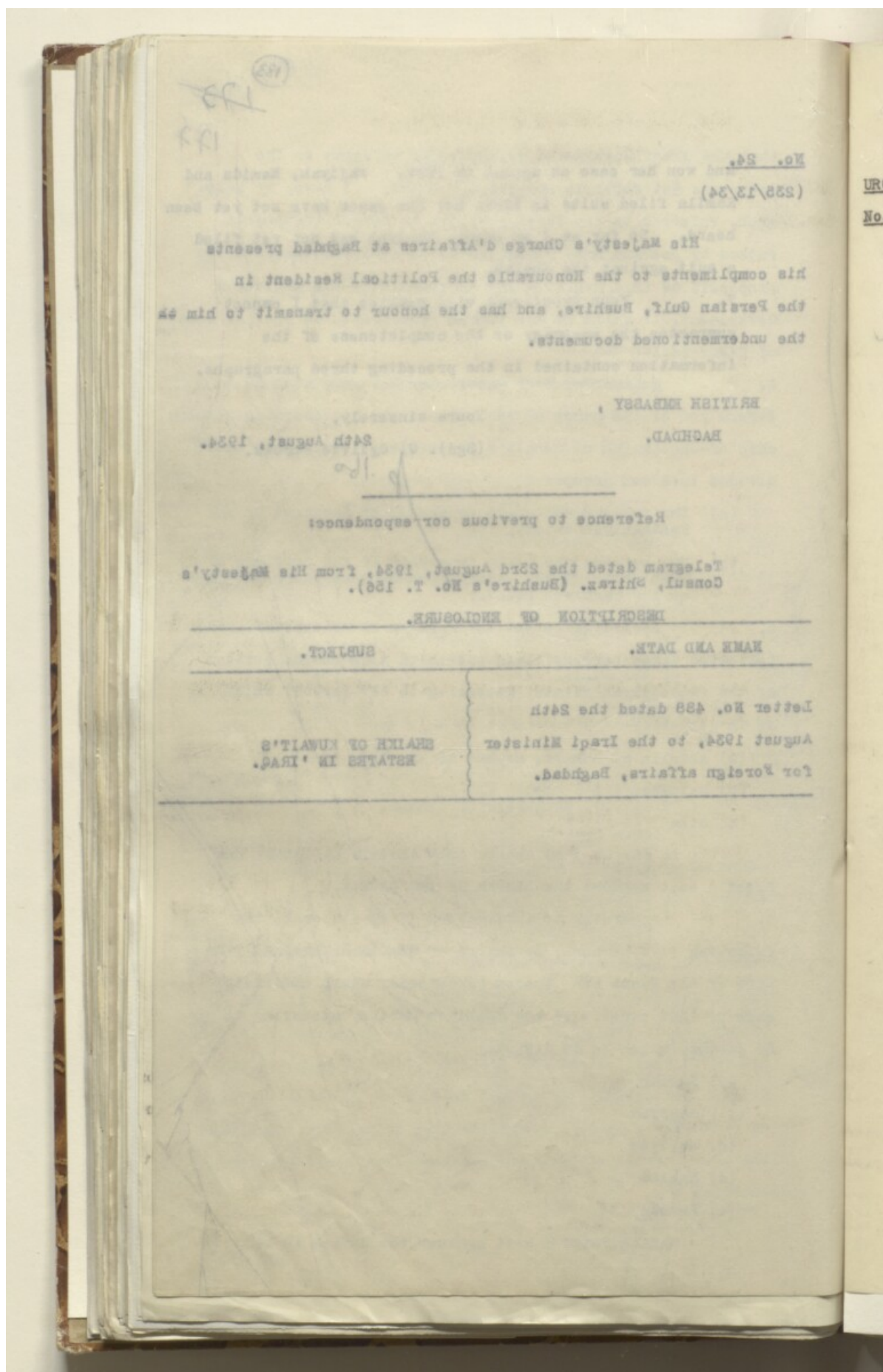
24th August, 1934.

Reference to previous correspondence:

Telegram dated the 23rd August, 1934, from His Majesty's Consul, Shiraz. (Bushire's No. T. 156).

DESCRIPTION OF ENCLOSURE.

NAME AND DATE.	SUBJECT.
Letter No. 488 dated the 24th August 1934, to the Iraqi Minister for Foreign affairs, Baghdad.	SHAIKH OF KUWAIT'S ESTATES IN 'IRAQ.





ENCLOSURE IN BAGHDAD DESPATCH No. 24

of 24th August 1934.

URGENT.

No. 488.

BRITISH EMBASSY,

BAGHDAD.

24th August, 1934.

My dear Minister,

I have received from the Political Resident in the Persian Gulf a report of trouble on the Shaikh of Kuwait's properties at Basra.

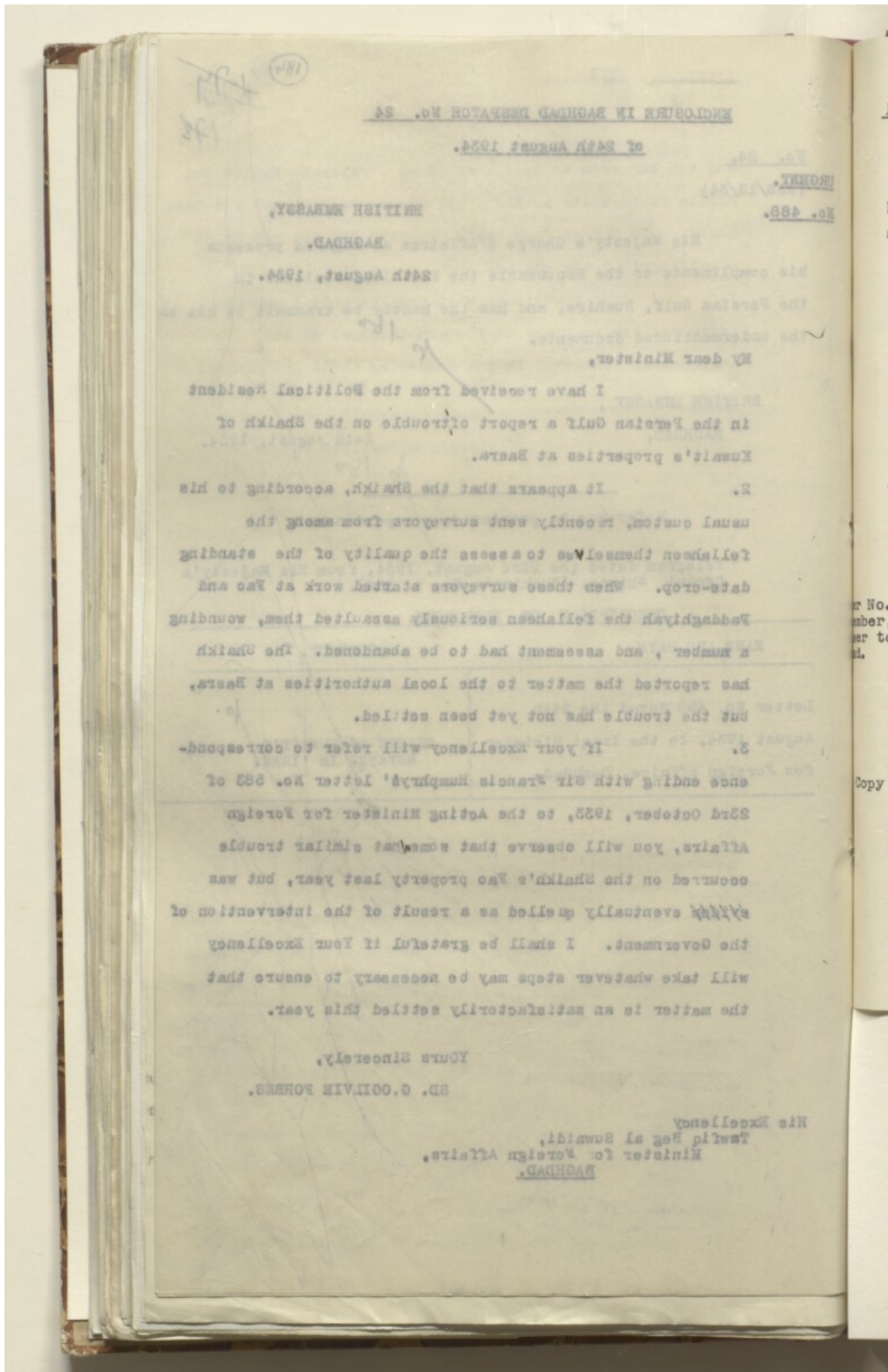
2. It appears that the Shaikh, according to his usual custom, recently sent surveyors from among the fellaheen themselves to assess the quality of the standing date-crop. When these surveyors started work at Fao and Faddaghiyah the fellaheen seriously assaulted them, wounding a number, and assessment had to be abandoned. The Shaikh has reported the matter to the local authorities at Basra, but the trouble has not yet been settled.

3. If your Excellency will refer to correspondence ending with Sir Francis Humphry's letter No. 583 of 23rd October, 1933, to the Acting Minister for Foreign Affairs, you will observe that somewhat similar trouble occurred on the Shaikh's Fao property last year, but was ~~eventually~~ eventually quelled as a result of the intervention of the Government. I shall be grateful if Your Excellency will take whatever steps may be necessary to ensure that the matter is satisfactorily settled this year.

Yours Sincerely,

SD. G. OGILVIE FORBES.

His Excellency
Tawfiq Beg al Suwaidi,
Minister for Foreign Affairs,
BAGHDAD.





(185)

No. 143/37/34. R1. No 696 175
v. 9. 44. 179

HIS Majesty's Chargé d'Affaires at Bagdad
presents his compliments to the Political Agent at Kuwait,
and has the honour to transmit to him the under-mentioned documents.

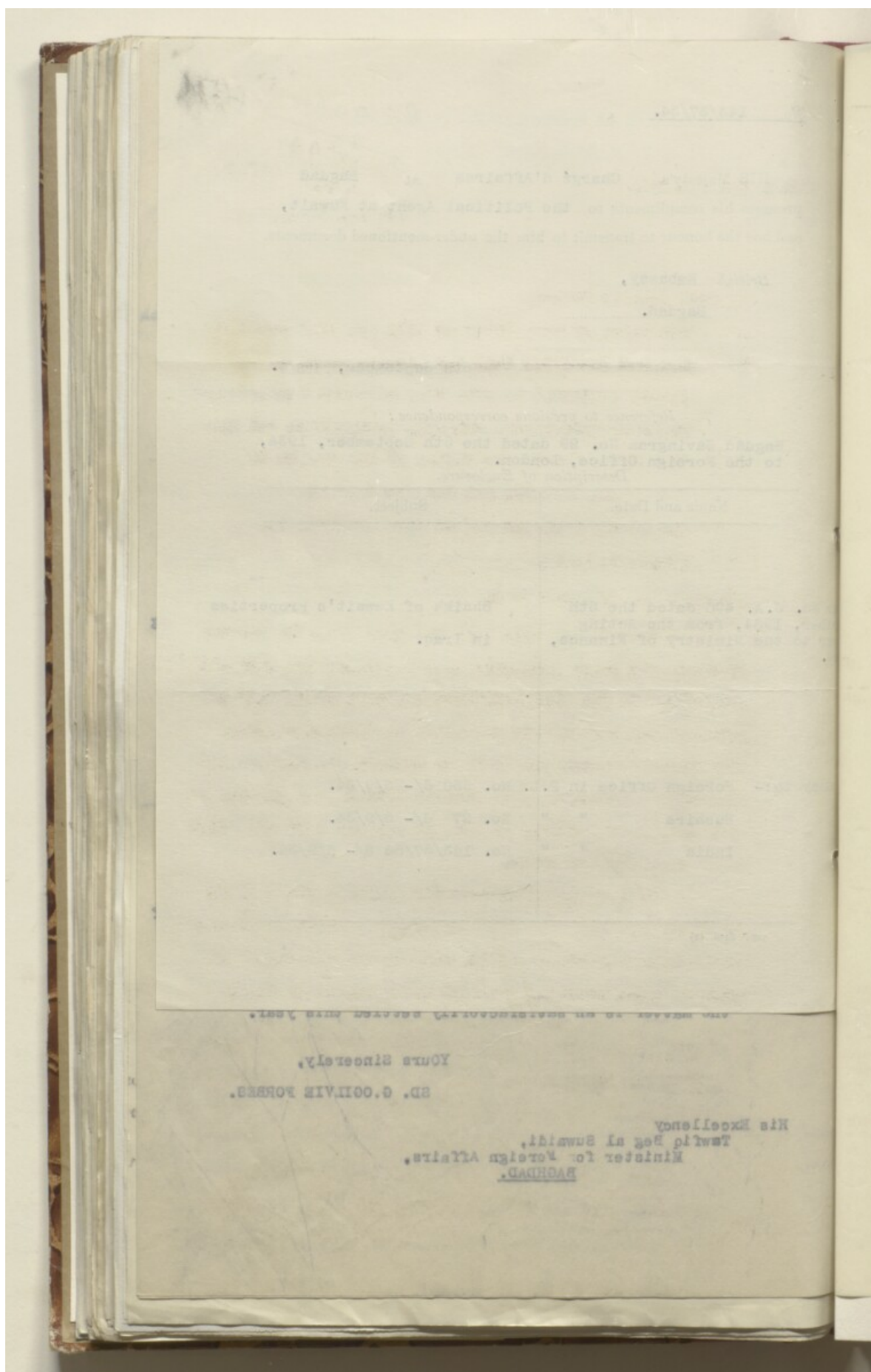
British....EMBASSY.....
.....Bagdad.....
.....
6th September, 1934.

Reference to previous correspondence :
Bagdad Savingram No. 29 dated the 5th September, 1934,
to the Foreign Office, London.
Description of Enclosure.

Name and Date.	Subject.
No. J.A. 490 dated the 5th September, 1934, from the Acting Secretary to the Ministry of Finance, Bagdad.	Shaikh of Kuwait's Properties in Iraq.

Copy to:- Foreign Office in P.L. No. 530 d/- 6/9/34.
Bushire " " No. 27 d/- 6/9/34.
India " " No. 143/37/34 d/- 6/9/34.

3479 8456 (a)



Yours Sincerely,
S.D. G. GILVIE FORBES.

His Excellency
Tawfiq Bey al-Suwaidi,
Minister for Foreign Affairs,
BAGHDAD.



D.O. No. J.A.490.

186
176
180
I R A Q
MINISTRY OF JUSTICE,
Bagdad.

5th September, 1934.

My dear Ogilvie Forbes,

You asked my assistance to help you on 2 questions :

1. Can you guarantee that the promise given to the Shaikh of Kuwait in 1914 only concerns 4 properties known as Farhaniyah, Mutawaa, Faddaghiyah and Fao.
2. Can you guarantee the titles of the Shaikh to Farhaniyah, Mutawaa and Fao are correct.

The answer I advise you to give to these two questions is no.

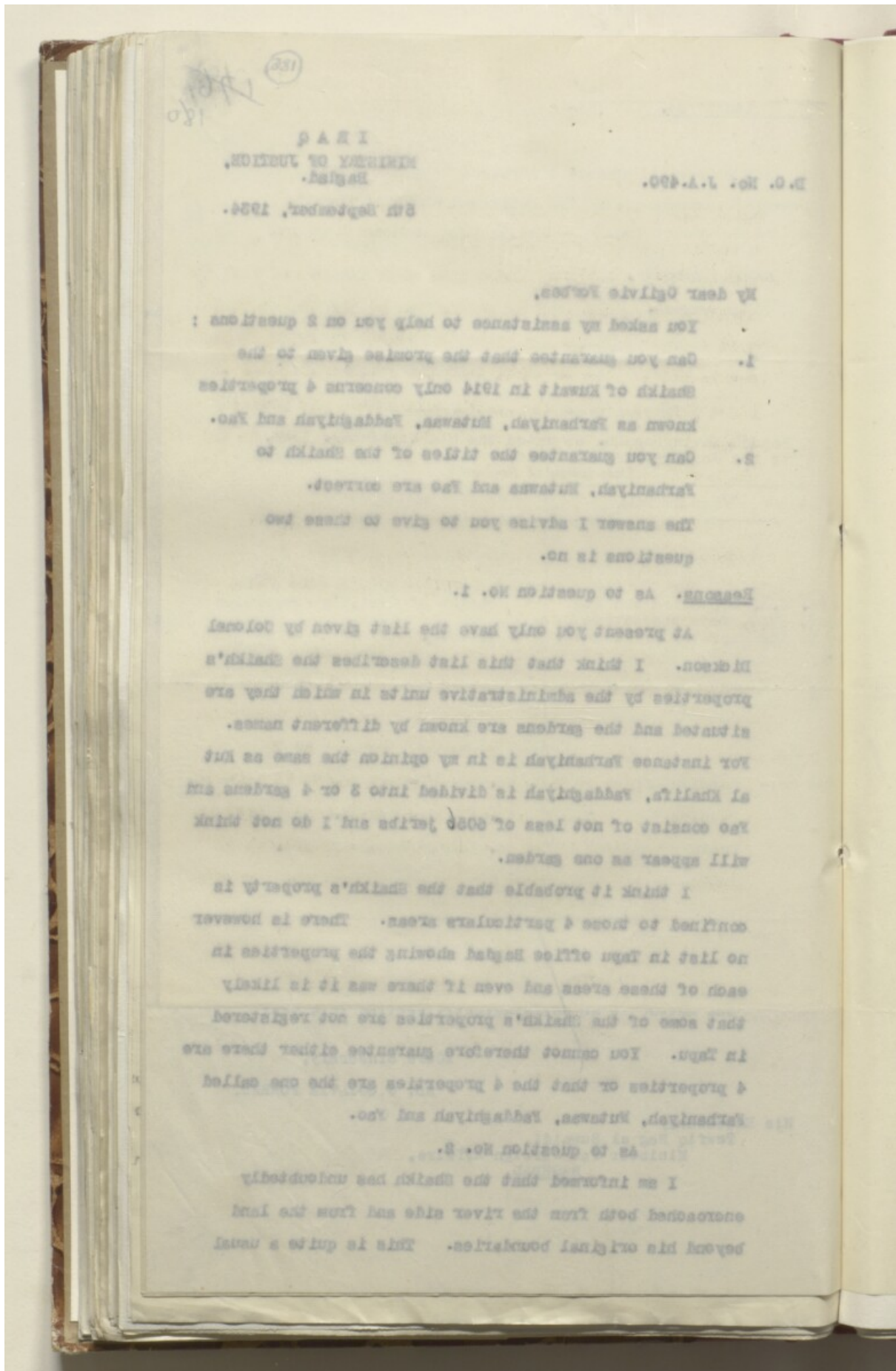
Reasons. As to question No. 1.

At present you only have the list given by Colonel Dickson. I think that this list describes the Shaikh's properties by the administrative units in which they are situated and the gardens are known by different names. For instance Farhaniyah is in my opinion the same as Kut al Khalifa, Faddaghiyah is divided into 3 or 4 gardens and Fao consist of not less of 6056 jeribs and I do not think will appear as one garden.

I think it probable that the Shaikh's property is confined to those 4 particulars areas. There is however no list in Tapu office Bagdad showing the properties in each of these areas and even if there was it is likely that some of the Shaikh's properties are not registered in Tapu. You cannot therefore guarantee either there are 4 properties or that the 4 properties are the one called Farhaniyah, Mutawaa, Faddaghiyah and Fao.

As to question No. 2.

I am informed that the Shaikh has undoubtedly encroached both from the river side and from the land beyond his original boundaries. This is quite a usual





(187)
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181
-2-

usual thing and can nearly always be made legal by paying a certain sum known as badal mithel. However for certain reasons this sum has not been paid with the result that the sanads showing the land in possession of the Shaikh in 1914 will neither include the areas in respect to which he had encroached in 1914 or still less the areas encroached on since 1914 but which the Shaikh cultivators now probably claim are a part of its original gardens comprised in the registers (if so registered).

Further there may be disputes as to boundaries between the Shaikh and his Basrawi neighbours.

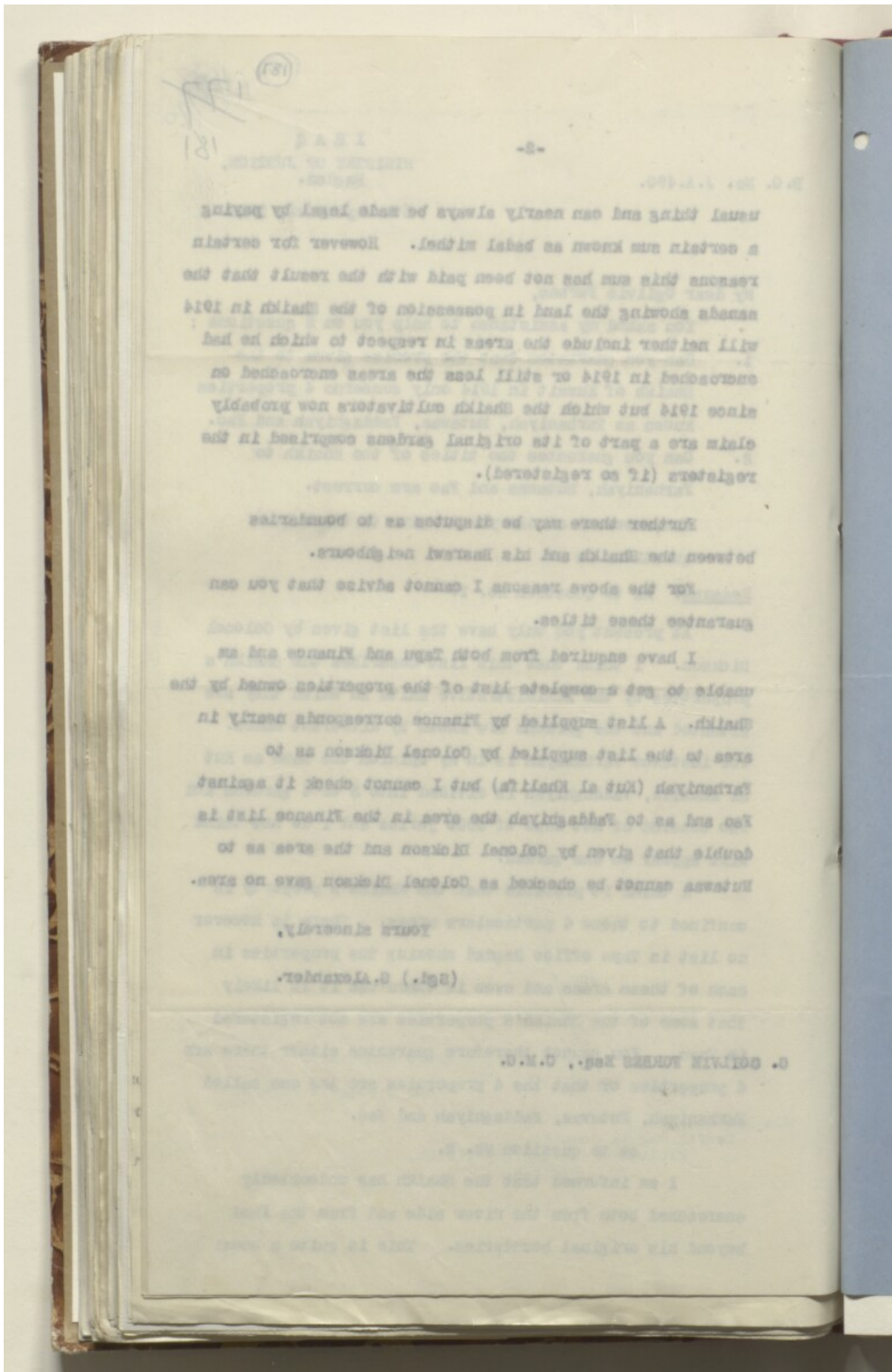
For the above reasons I cannot advise that you can guarantee these titles.

I have enquired from both Tapu and Finance and am unable to get a complete list of the properties owned by the Shaikh. A list supplied by Finance corresponds nearly in area to the list supplied by Colonel Dickson as to Farhaniyah (Kut al Khalifa) but I cannot check it against Fao and as to Faddaghiyah the area in the Finance list is double that given by Colonel Dickson and the area as to Mutawan cannot be checked as Colonel Dickson gave no area.

Yours sincerely,

(Sgt.) G. Alexander.

C. GILVIE FORBES Esq., C.M.C.





RJ. A. 699
29.9.34 (188) *178*
182
COPY OF TELEGRAM.

From H.M. AMBASSADOR,
BAGDAD.

To FOREIGN OFFICE, LONDON.

Date 5. 9. 34

No. 29 SAVING.

p. 167
Time despatched

Addressed to Foreign Office No. 29 SAVING, repeated to Bushire, Koweit and Government of India, SAVING. Your telegram No. 160. I am advised by the Acting Judicial Adviser who is also President of the Court of Cassation that neither assumption can be replied upon. *p. 162*

2. With regard to the first, Judge Alexander considers that it is probable that all the properties covered by the 1914 pledge are confined to the four areas specified in my telegram No. 192 but this cannot be guaranteed as Tapu Department have no list showing the properties in each of these areas and it is likely that some of the Shaikh's properties are not registered in Tapu. Indeed I am informed that some were registered in the names of slaves.

3. With regard to the second assumption namely, that his titles to gardens in areas one, two and four are sound, Judge Alexander states that the Shaikh has indulged in a practice common to property owners by encroaching beyond the original boundaries, an act which might be legalised by the payment of a certain sum. For certain reasons this sum has not been paid with the result that the sanads held by the Shaikh will not include the areas on which he had encroached by 1914 nor the areas encroached on since 1914 which may be claimed as part of the original gardens. There may also be boundary disputes with neighbours of which we are not aware. Neither Tapu nor the Ministry of

Finance





(189) 179
188
COPY OF TELEGRAM.

From H.M. AMBASSADOR,
BAGDAD.

To.....

Date

No.....

-2-

Time despatched.....

Finance have a complete list of the Shaikh's properties.

4. I therefore suggest that the Shaikh of Koweit be called upon to furnish a list of the gardens covered by the 1914 pledge by names and not by districts, giving the references to ^{the} ~~Tapu~~ registers or supplying guaranteed copies of the Sanads. I think this is a reasonable requirement as in the evident confusion from which many of the Shaikh's titles are derived the Iraq Government decline to give a blanket validation to any properties which the Shaikh might claim as falling under the 1914 pledge.

5. Judge Alexander warned me that in spite of my reference to all comers, the 'Iraq Government might make an attempt to limit the transaction to ABDULLAH ZUHAIR. Against this I am on my guard. He also added that in his opinion we should not only obtain validation but also a promise of compensation for the Shaikh in case of dispossession after validation. This I do not consider possible or ^{ADVISABLE} ~~advisable~~ and it is beyond the scope of the conditions laid down by His Majesty's Government.

6. Since the above was written the Prime Minister, who as the King's Private Secretary has taken a leading part in these negotiations, has called on me and emphasised the difficulties in the way of validating properties the existence or legality of which might not be known to the 'Iraq Government. I would therefore be

glad





(no) 180
186
COPY OF TELEGRAM.

From H.M. AMBASSADOR,
BAGDAD.

To.....

Date

No.....

Time despatched.....

-3-

glad to receive, for transmission to the 'Iraq Govern-
ment, the exact list of the date gardens intended to
be covered by the 1914 pledge together with satisfactory
evidence of title, it being made clear to the Shaikh
that no deviation nor addition can be allowed.

Copy of Judge Alexander's opinion follows in due course.

OGILVIE-FORGES.





CONFIDENTIAL.

No. C/285 of 1934.

The Hon'ble the Political Resident in the Persian Gulf presents his compliments to

1. The Foreign Secretary to the Government of India, Simla.
2. The Political Agent, Kuwait.

and has the honour to transmit to him a copy of the undermentioned document (s)

Office of the Political Resident in the Persian Gulf, Camp, Kuwait.

~~British Consulate-General~~

~~BUSHIRE~~

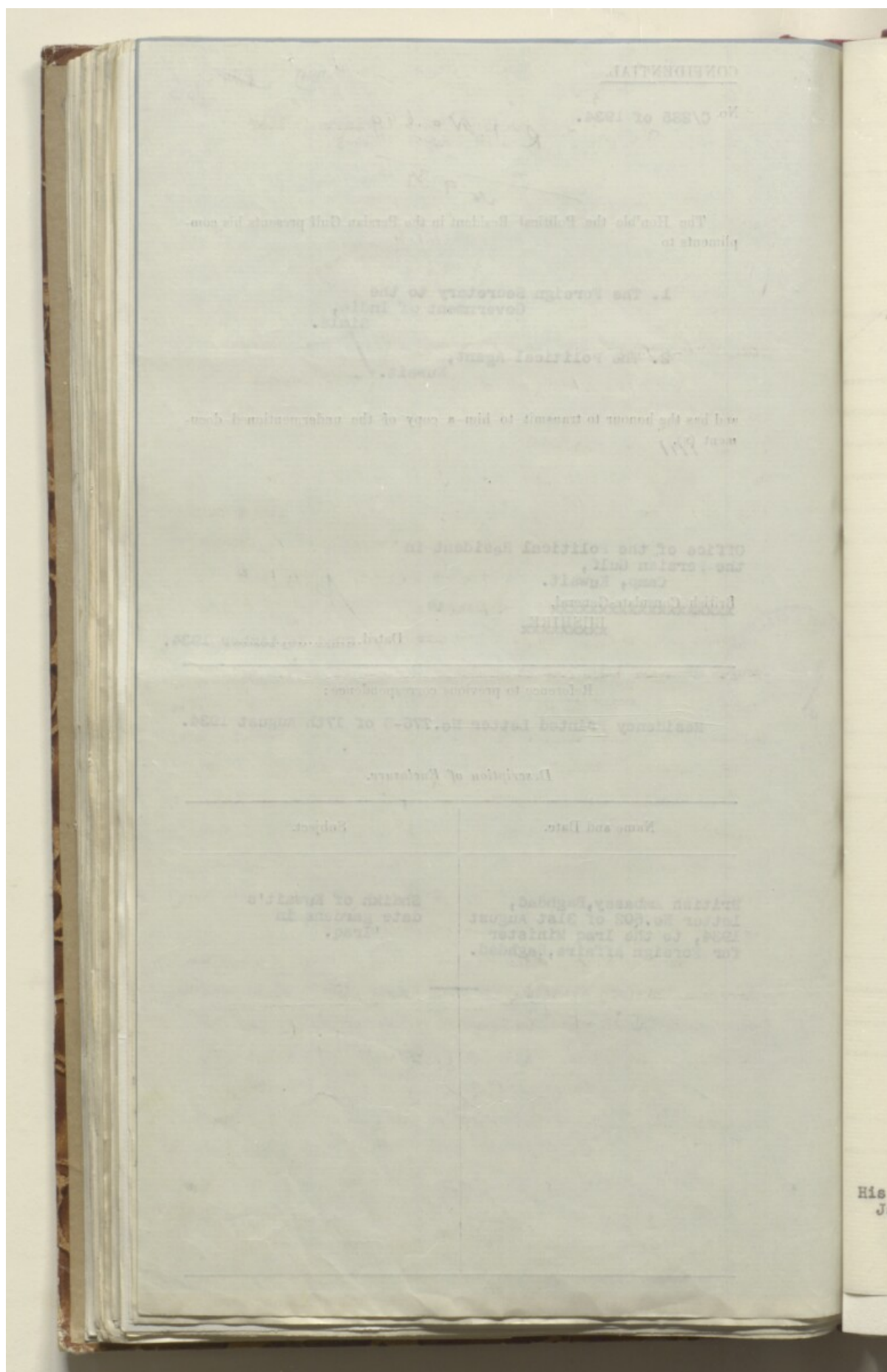
Dated. 22nd September 1934.

Reference to previous correspondence:

Residency Printed Letter No. 776-S of 17th August 1934.

Description of Enclosure.

Name and Date.	Subject.
British Embassy, Baghdad, letter No. 502 of 31st August 1934, to the Iraq Minister for Foreign Affairs, Baghdad.	Shaikh of Kuwait's date gardens in Iraq.





(Received under British Embassy, Baghdad, Printed Letter
No.26 (70/4/34) of the 31st August 1934.)

No.502.
(70/4/34).

British Embassy,
Baghdad.
31st August, 1934.

Your Excellency,

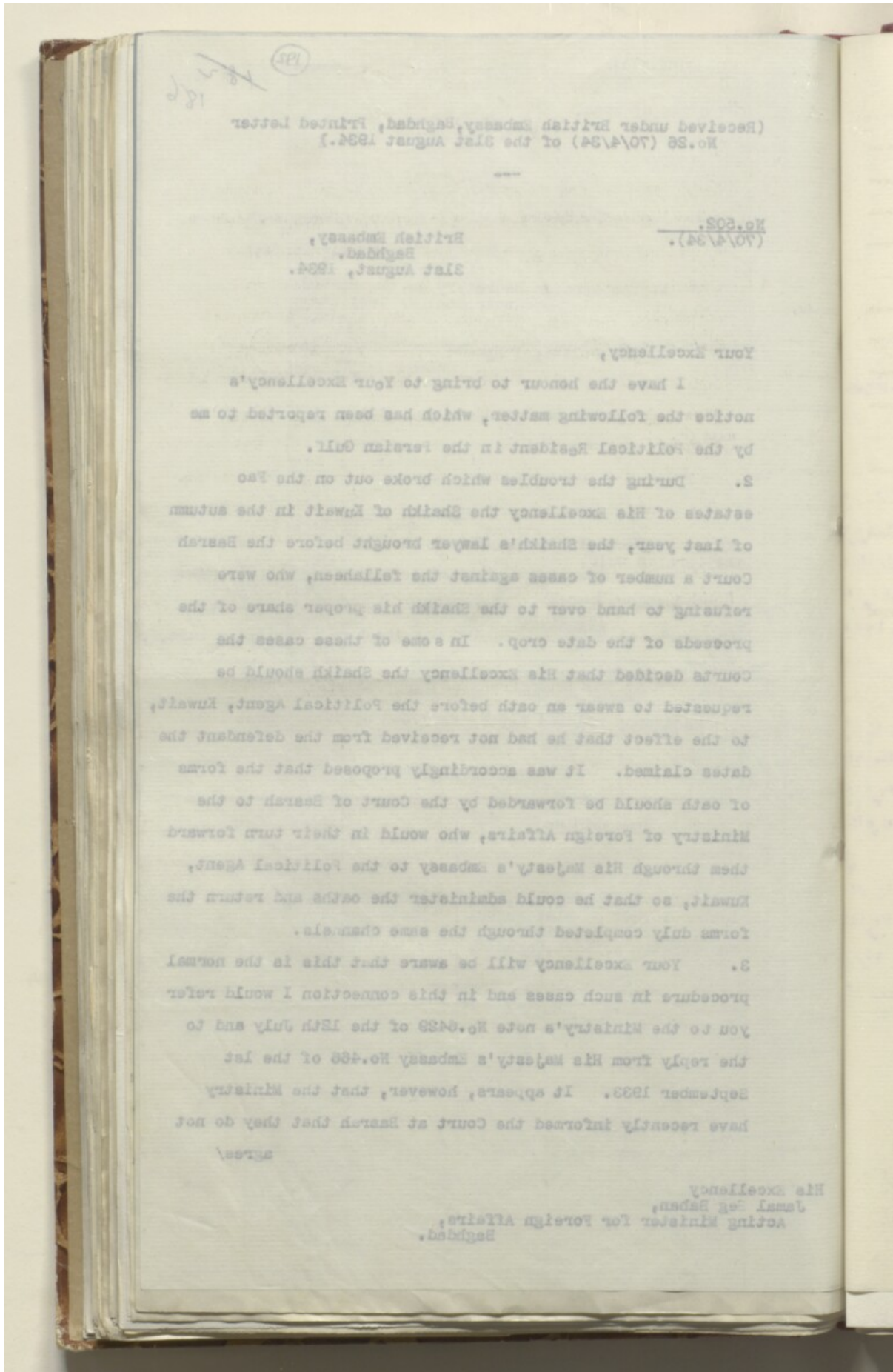
I have the honour to bring to Your Excellency's notice the following matter, which has been reported to me by the Political Resident in the Persian Gulf.

2. During the troubles which broke out on the Fao estates of His Excellency the Shaikh of Kuwait in the autumn of last year, the Shaikh's lawyer brought before the Basrah Court a number of cases against the fellaheen, who were refusing to hand over to the Shaikh his proper share of the proceeds of the date crop. In some of these cases the Courts decided that His Excellency the Shaikh should be requested to swear an oath before the Political Agent, Kuwait, to the effect that he had not received from the defendant the dates claimed. It was accordingly proposed that the forms of oath should be forwarded by the Court of Basrah to the Ministry of Foreign Affairs, who would in their turn forward them through His Majesty's Embassy to the Political Agent, Kuwait, so that he could administer the oaths and return the forms duly completed through the same channels.

3. Your Excellency will be aware that this is the normal procedure in such cases and in this connection I would refer you to the Ministry's note No.6429 of the 12th July and to the reply from His Majesty's Embassy No.466 of the 1st September 1933. It appears, however, that the Ministry have recently informed the Court at Basrah that they do not

agree/

His Excellency
Jamal Beg Baban,
Acting Minister for Foreign Affairs,
Baghdad.





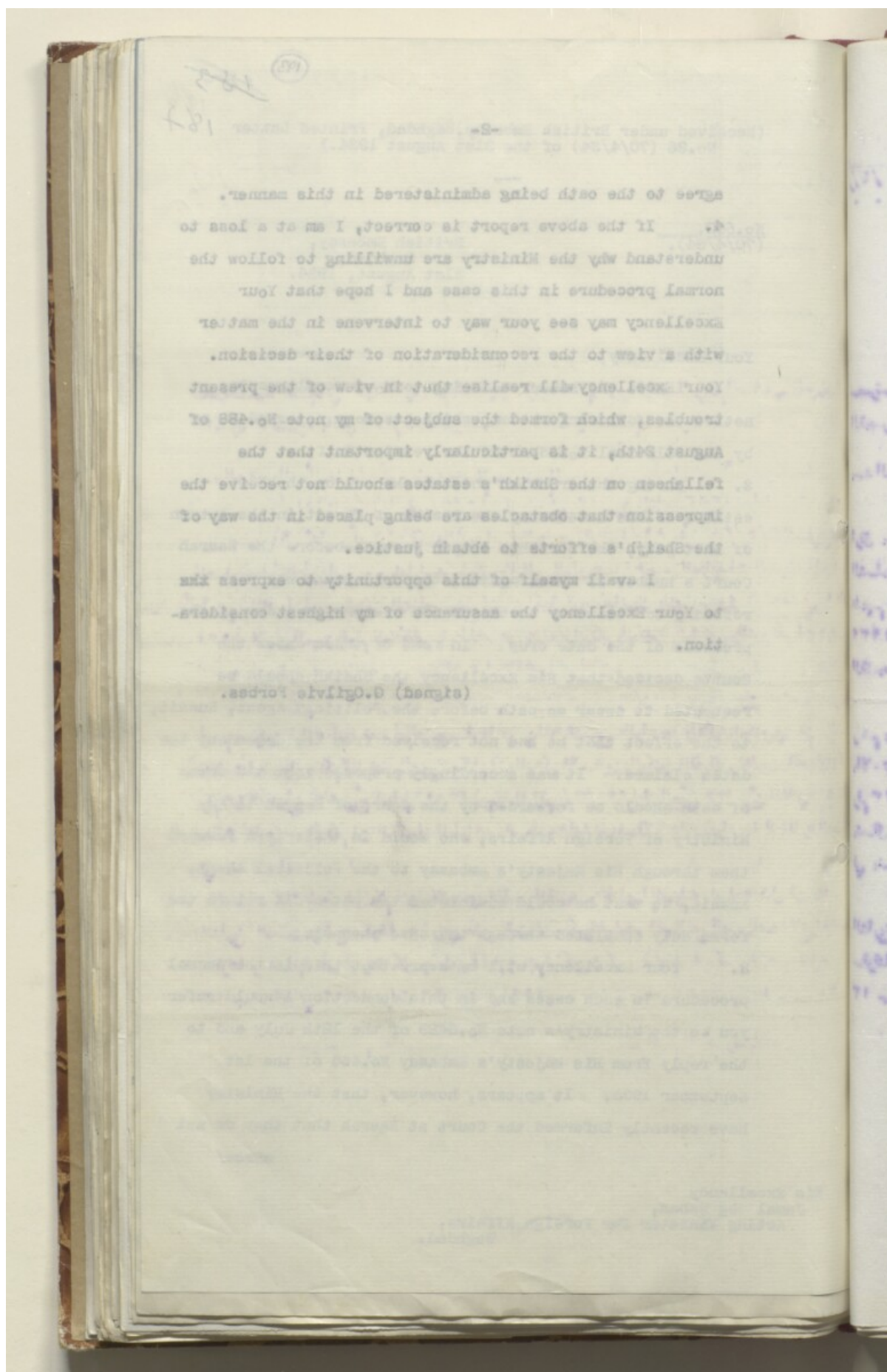
(193) 183
187
-2-

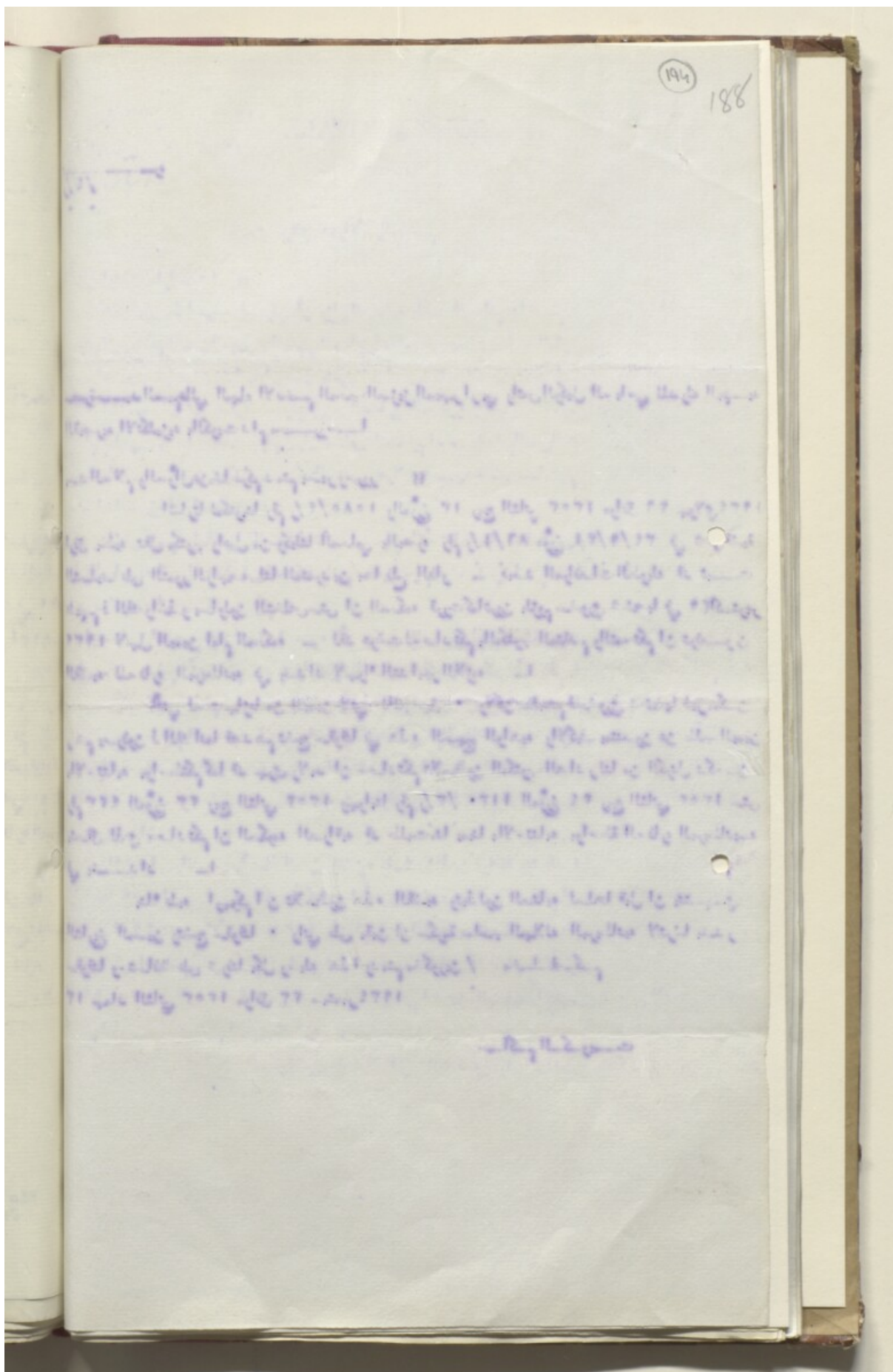
agree to the oath being administered in this manner.

4. If the above report is correct, I am at a loss to understand why the Ministry are unwilling to follow the normal procedure in this case and I hope that Your Excellency may see your way to intervene in the matter with a view to the reconsideration of their decision. Your Excellency will realise that in view of the present troubles, which formed the subject of my note No.488 of August 24th, it is particularly important that the fellaheen on the Shaikh's estates should not receive the impression that obstacles are being placed in the way of the Shaikh's efforts to obtain justice.

I avail myself of this opportunity to express to Your Excellency the assurance of my highest consideration.

(signed) G.Ogilvie Forbes.







CONFIDENTIAL.

سري

١٣٥٣/٤/٢٣

حضرة السيد المقيم عالي الجاه الاخير المحب العزيز المبراري واثم الوكيل السياسي للدولة اللبنانية
القاهرة الانكليزية بالكويت دامت محاسنها

بعد السلام والسؤال عن خالصكم دمت بخير وسرور

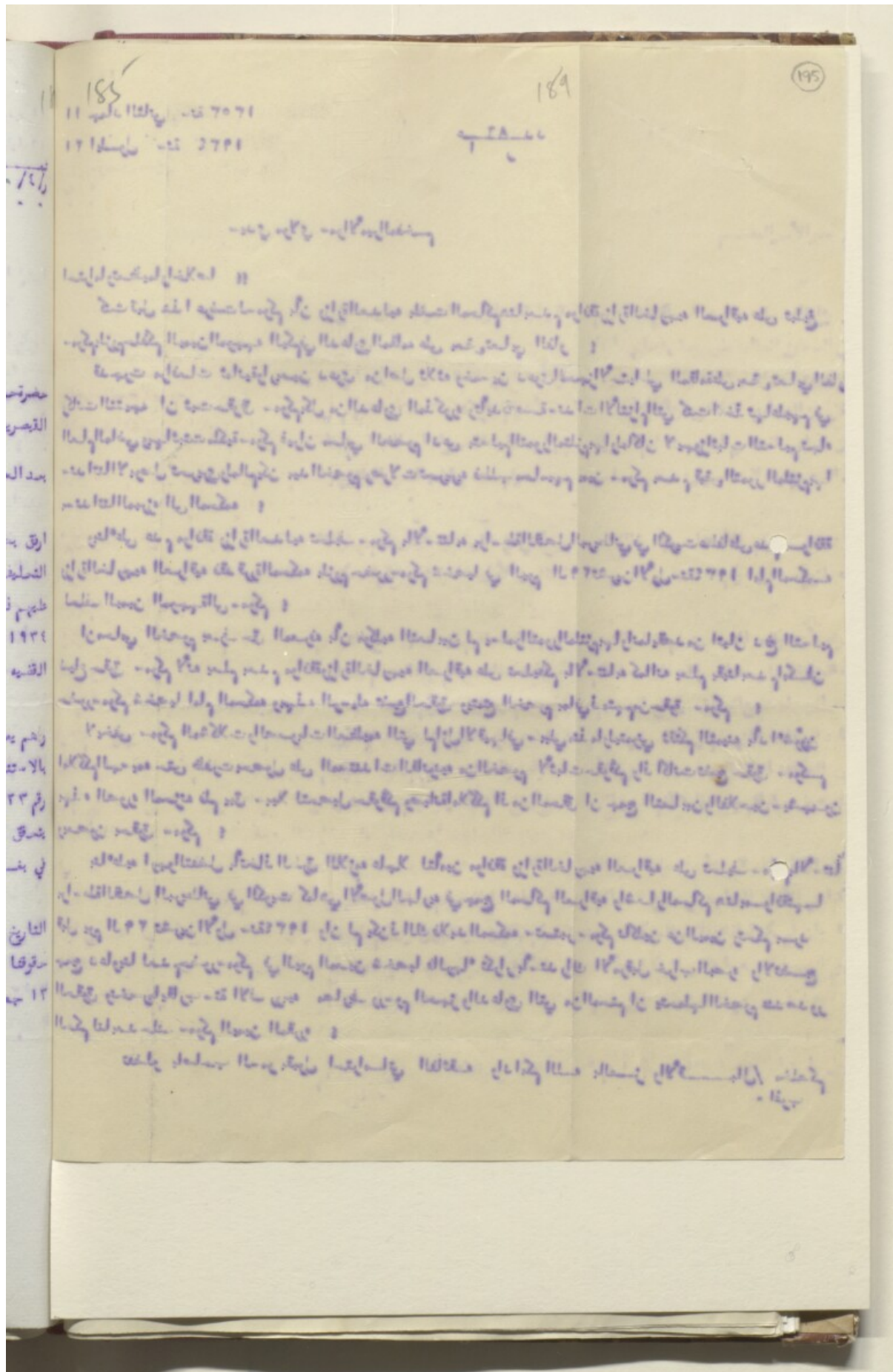
اشارنا لمكتبنا رقم ر/١٥٨٥/٤ والمؤرخ ١٣ ربيع الثاني ١٣٥٣ الموافق ٢٦ جولي ١٩٣٤
ارق بسلامة نقل مكتبنا واصل من وكيلنا السياسي بالبحر رقم ر/٨٦/١ مؤرخ ٣٤/٩/٢١ في ١٣
التيك على التمر الرابعه لنا المتعدد من بها فتح الفار - فبعد المرافعات الطويلة قد ثبتت
عليهم ذلك واخذوا يسلون التخليص حتى ان المحكمة قررت كما ترون بلزوم حضور شخصها في ٢٩ أكتوبر
١٩٣٤ لاجل اليمين امام المحكمة - لقد عرضت لعمادكم بالمكاتب المتقدم والتمتعكم ان ترفضون
القضية للمفارة البريطانية في بغداد لاجرا التدابير اللازمة -

انني لست سيارضا من اليمين لاني طالب بحق - ولاكن طلبهم لحضوري شخصيا غير ممكن
راهم يبرفون ذلك انما قد تم تنج حقوقها في هذه الحجة الواضحة والاكيف يستحسن عن طلب اليمين
بالاستغناء بواسطكم كما قد جرى ولا بد ان عمادكم تلاحظون المكاتب الصادر لنا من الكونسل دكسن
رقم ٤٢٣ المؤرخ ٢٣ ربيع الثاني ١٣٥٢ ربهنا رقم ر/٣/ ١١٣٠ المؤرخ ٢٤ ربيع الثاني ١٣٥٢ حتى
بشرقي لذي عمادكم ان الحكومة العراقية قد طلبت منا يميننا بالاستغناء بواسطة المفارة البريطانية
في بغداد -

بنا عليه ارجوكم ان تلاحظون هذه القضية وتبذلون العناية لعلها قبل ان يتسهي
التاريخ المسمى وتنسج حقوقها - واني على يقين ان حكومة صاحب الجلالة البريطانية لا تترسا بغير
سوقا وشانظ على شرفنا بكل وسيله هذا ودمتم مذكورين / من خالصكم

١٣ جماد الثاني ١٣٥٣ الموافق ٢٣ سبتمبر ١٩٣٤

سالك الكويت





١١ جماد الثاني سنة ١٣٥٣

٢١ المنور سنة ١٩٣٤

ع ٨٦ د

سيدي مولاي - ميرالامير المفسم

احتراما ومعهذا اخلاصا

كنت قبل هذا عرضت لكم بأن وزارة العدلية بلفت المساكم هنا بعدم موافقة وزارة الخارجية العراقية على تبليغ
 -مركم بلزيم حلفكم المدين الموجه اليكم في الدعوى المقامة على بعض شعبي الفار
 قد جرت مرافعات ثمانية واربعين دعوى من اصل ثلاثة وخمسين دعوى الحجز الاحتياطي المقامة على بعض شعبي الفار
 وكانت النتيجة ان ثبت حقوق -مركم بكل من الدعوى المذكورة وتأيدت خمسة عشر اذ الالتزام التي كانت فيها عليهم في
 العام الماضي وبها ثبت ملكية -مركم فيران ضاحي الخصم ادعى بتسليم الثمر الملتزم بها ولما كان لا يميز اثبات التسليم تجاه
 عند اتنا الا بوصول تسريتي ولما لم يكن بيد الخصم رصولات تسريته فطلب مناهمهم يعني -مركم بعدم قبض الثمر الملتزم بها
 عند اتنا المبرزة الى المسككة

وبما على عدم موافقة وزارة العدلية بتسليف -مركم بالاشتباه براءطة الفصل البريداني في الكويت على ما على عدم موافقة
 وزارة الخارجية العراقية فقد قررة المسككة بلزيم حشر -مركم شخصيا في اليوم ال ٢٩ تشرين الأول سنة ١٩٣٤ امام المسككة
 لحلف المدين الموجه اليكم -مركم

ان شعبي الخصم يعرف حق المعرفة بأن مركبه التمايين لم يسلموا الثمر الملتزم بها وانما يقصد من اثبات دفع التسليم
 شياح حشر -مركم لأنه يعلم بعدم موافقة وزارة الخارجية العراقية على تسليفكم بالاشتباه كما انه يعلم يقينا بعدم امكان
 حشر -مركم شخصيا امام المسككة وبهذه الرسيه تنزع الحشر وتنزع الخصم بماني ذمتهم من حقوق -مركم
 لا يخفى -مركم المشكلات والصعوبات المظلمة التي لم ازل الاقهراني -بيلي منذ ما رليتوني فتتكم التهمة بأد اثبات
 املاككم البهيمه حتى ظفرت بوصول على المستندات القانونية من الخصم لاثبات حقوقكم وان كانت تنزع حشر -مركم
 بهذه الصورة المسترته فلم يبق -بيلي لتسليف حقوقكم وبما انكم املاككم اذ من المدق ان جميع التمايين والفلاحين -بشجون
 وبشجون بحقوق -مركم

بما عليه ارجوا التفعل بالتخاذ السريع عاجلا لتأمين موافقة وزارة الخارجية العراقية على تسليف -مركم بالاشتباه
 براءطة الفصل البريداني في الكويت كما هي الأصول البارية في جميع المساكم العراقية واشعار المساكم هنا بموافقتهم
 قبل يوم ال ٢٩ تشرين الأول سنة ١٩٣٤ وان لم يكن ذلك فلا بد المسككة -تستمر -مركم تاكلين عن المدين وتسليم بسرد
 جميع دعاويها لعدم حشر -مركم في اليوم المدين شخصيا فالرسيه تكرر بالمدراك الامر قبل غراب البصر والانتسج
 الحشر وشخصا يقارب سنة الان زويه معارف ورسوم الحجز والدعوى التي من المسم ان تشملها الخصم عند صدور
 الحكم لتأخذ حلف -مركم المدين المقررة

تفضلوا باصاحب المبر بقبول استقاماتي الفاتقة وادامكم الله بالعز والاقبال/ منكم
 -غروب



CONFIDENTIAL.

NO.C-255.

POLITICAL AGENCY,

KUWAIT.

Dated the 5th October 1934.

From

Major R.P.Watts, I.A.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, Bushire.

Shaikh of Kuwait's Date Gardens in Iraq.

Sir,

I have the honour to refer to correspondence resting with your Printed Letter No.C/255, dated Kuwait, the 22nd September 1934, and to state that I have received another letter from His Excellency the Shaikh (No.R4/1710, dated the 23rd September 1934) of which I enclose a translation.

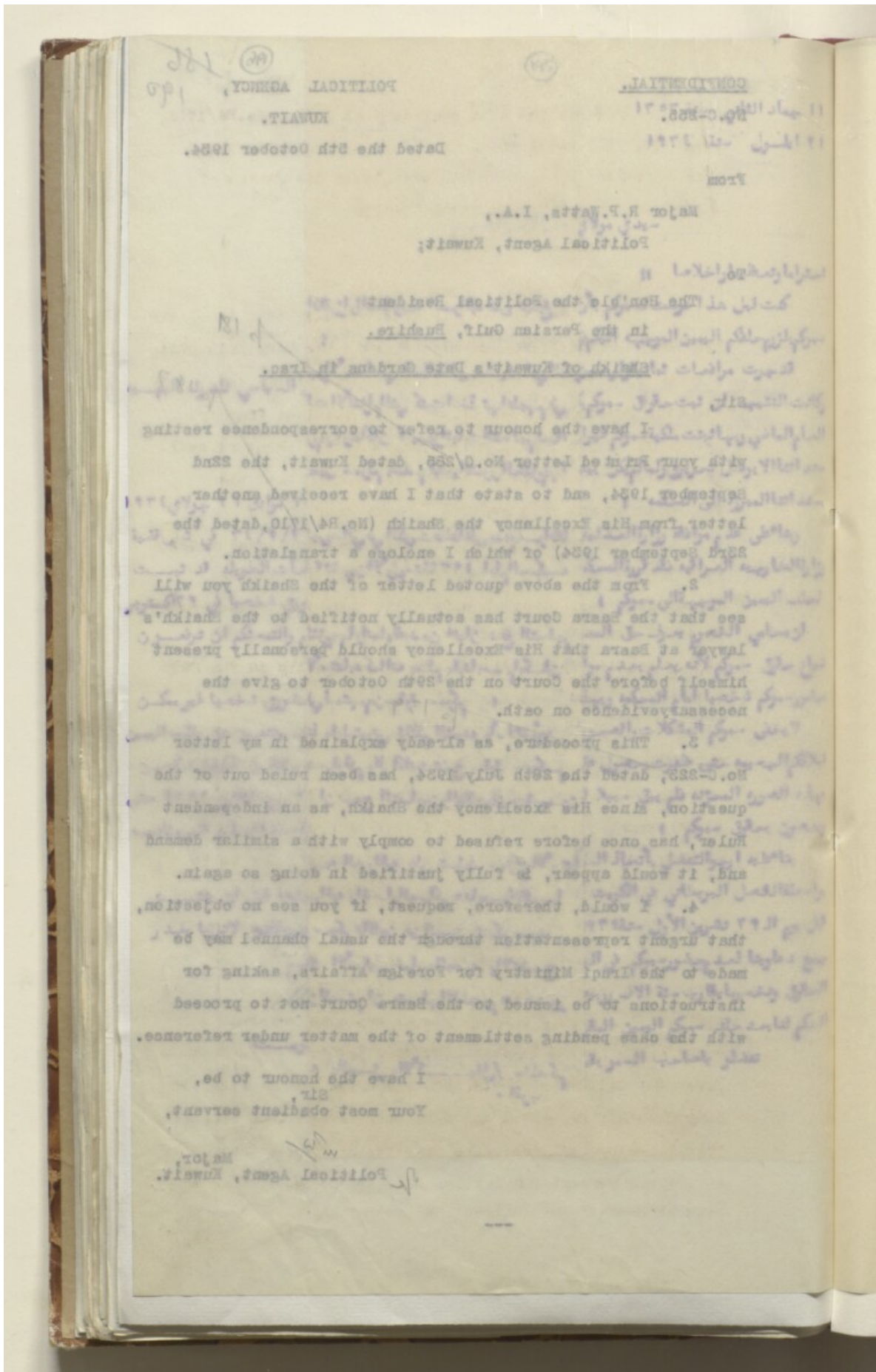
2. From the above quoted letter of the Shaikh you will see that the Basra Court has actually notified to the Shaikh's lawyer at Basra that His Excellency should personally present himself before the Court on the 29th October to give the necessary evidence on oath.

3. This procedure, as already explained in my letter No.C-223, dated the 28th July 1934, has been ruled out of the question, since His Excellency the Shaikh, as an independent Ruler, has once before refused to comply with a similar demand and, it would appear, is fully justified in doing so again.

4. I would, therefore, request, if you see no objection, that urgent representation through the usual channel may be made to the Iraqi Ministry for Foreign Affairs, asking for instructions to be issued to the Basra Court not to proceed with the case pending settlement of the matter under reference.

I have the honour to be,
Sir,
Your most obedient servant,

Major,
Political Agent, Kuwait.





(17) 127/191
Translation of a confidential letter No.R4/1710,
dated the 13th Jamad Thani 1353, corresponding to the
23rd September 1934, from His Excellency the Shaikh of
Kuwait to the Political Agent, Kuwait.

p. 144
After Compliments,

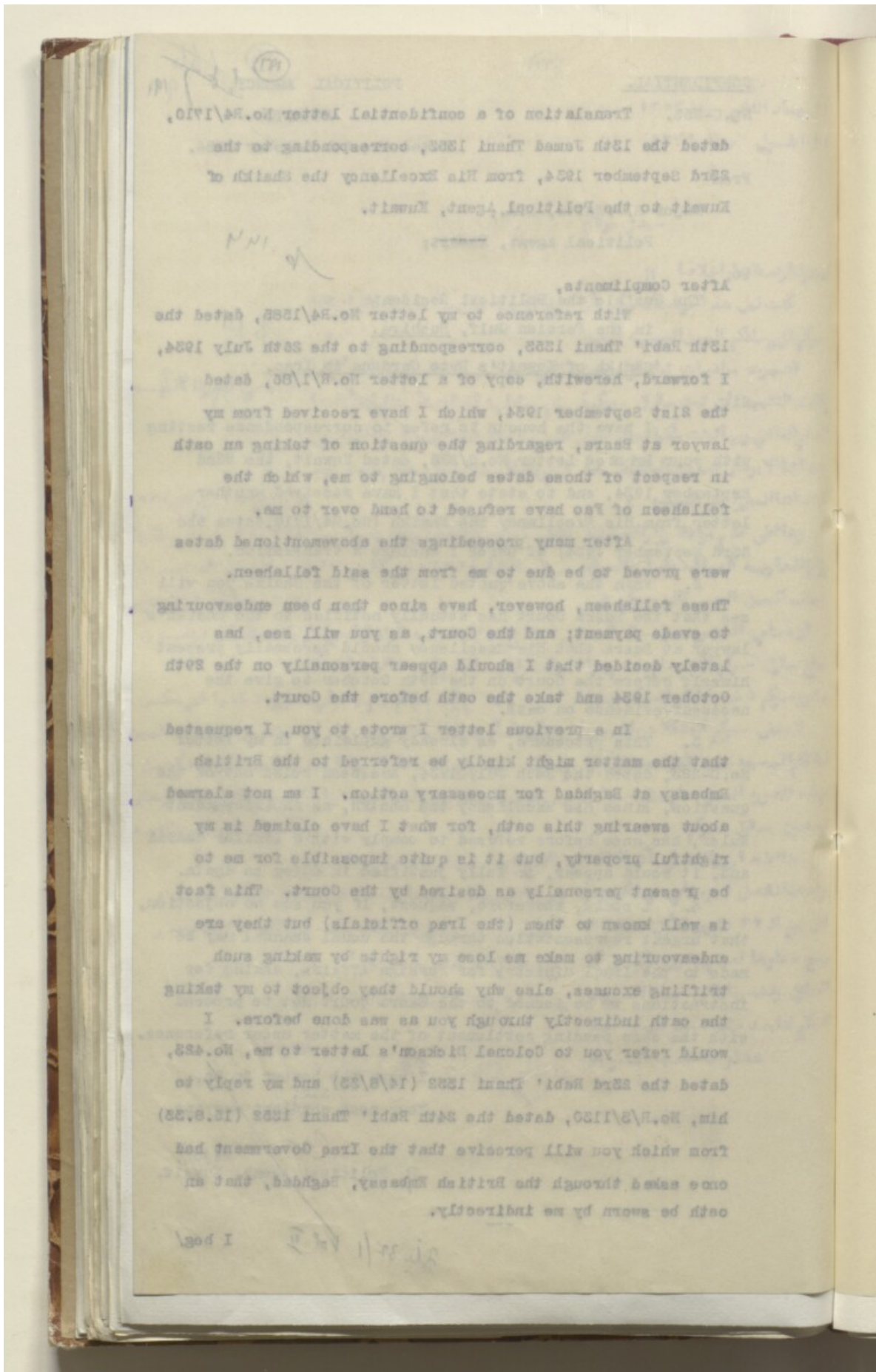
With reference to my letter No.R4/1585, dated the
13th Rabi' Thani 1353, corresponding to the 26th July 1934,
I forward, herewith, copy of a letter No.R/1/86, dated
the 21st September 1934, which I have received from my
lawyer at Basra, regarding the question of taking an oath
in respect of those dates belonging to me, which the
fellaheen of Fao have refused to hand over to me.

After many proceedings the abovementioned dates
were proved to be due to me from the said fellaheen.
These fellaheen, however, have since then been endeavouring
to evade payment; and the Court, as you will see, has
lately decided that I should appear personally on the 29th
October 1934 and take the oath before the Court.

In a previous letter I wrote to you, I requested
that the matter might kindly be referred to the British
Embassy at Baghdad for necessary action. I am not alarmed
about swearing this oath, for what I have claimed is my
rightful property, but it is quite impossible for me to
be present personally as desired by the Court. This fact
is well known to them (the Iraq officials) but they are
endeavouring to make me lose my rights by making such
trifling excuses, else why should they object to my taking
the oath indirectly through you as was done before. I
would refer you to Colonel Dickson's letter to me, No.423,
dated the 23rd Rabi' Thani 1352 (14/8/33) and my reply to
him, No.R/3/1130, dated the 24th Rabi' Thani 1352 (15.8.33)
from which you will perceive that the Iraq Government had
once asked through the British Embassy, Baghdad, that an
oath be sworn by me indirectly.

21/32/1 Vol. II

I beg/





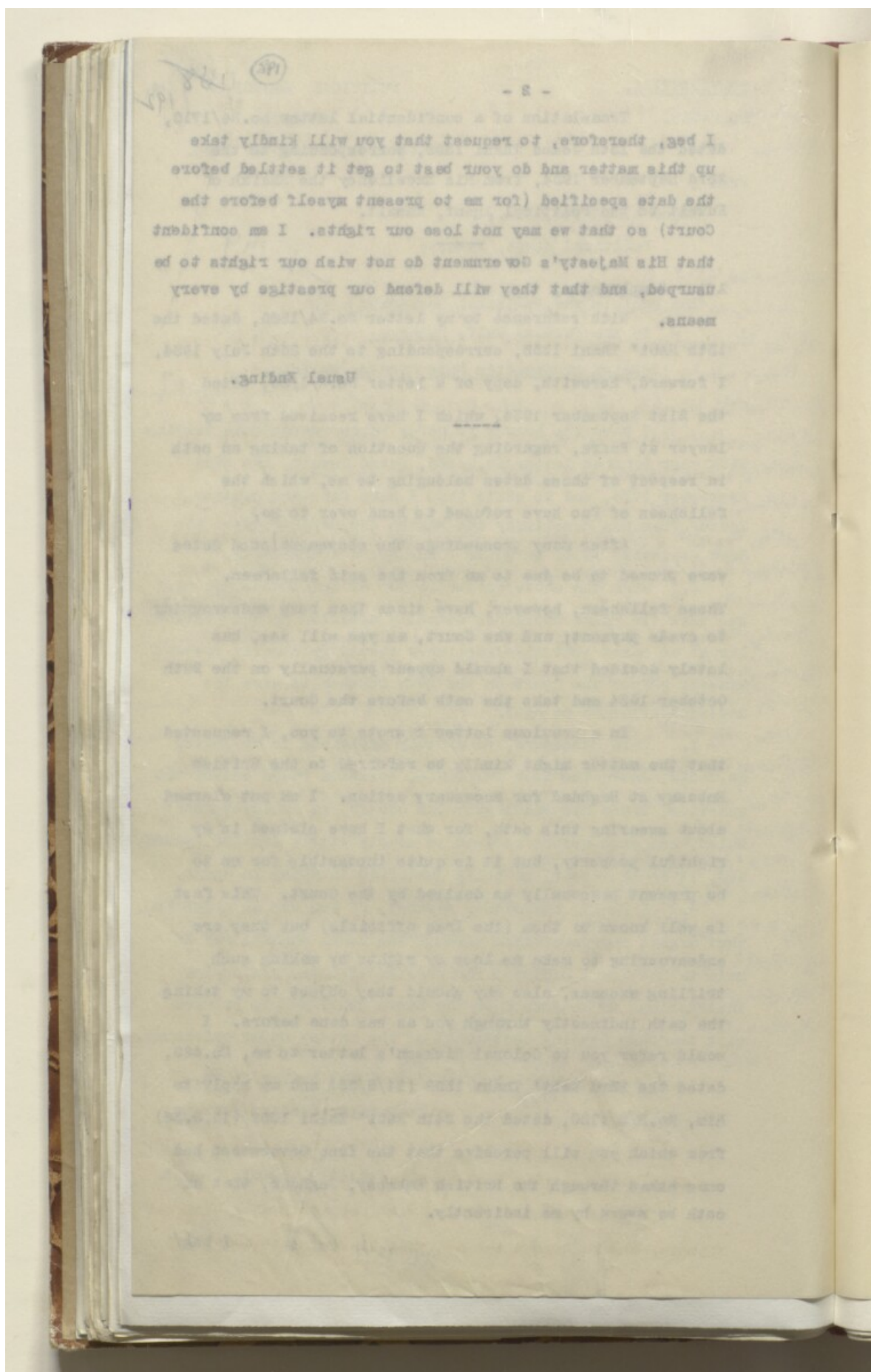
- 2 -

(198)

188
192

I beg, therefore, to request that you will kindly take up this matter and do your best to get it settled before the date specified (for me to present myself before the Court) so that we may not lose our rights. I am confident that His Majesty's Government do not wish our rights to be usurped, and that they will defend our prestige by every means.

Usual Ending.





(M) 189 193

Translation of a letter No.R/1/86, dated the 21st September 1934, received by His Excellency Shaikh Sir Ahmad al Jabir as-Sabah, K.C.I.E., C.S.I., Ruler of Kuwait, from his lawyer at Basra.

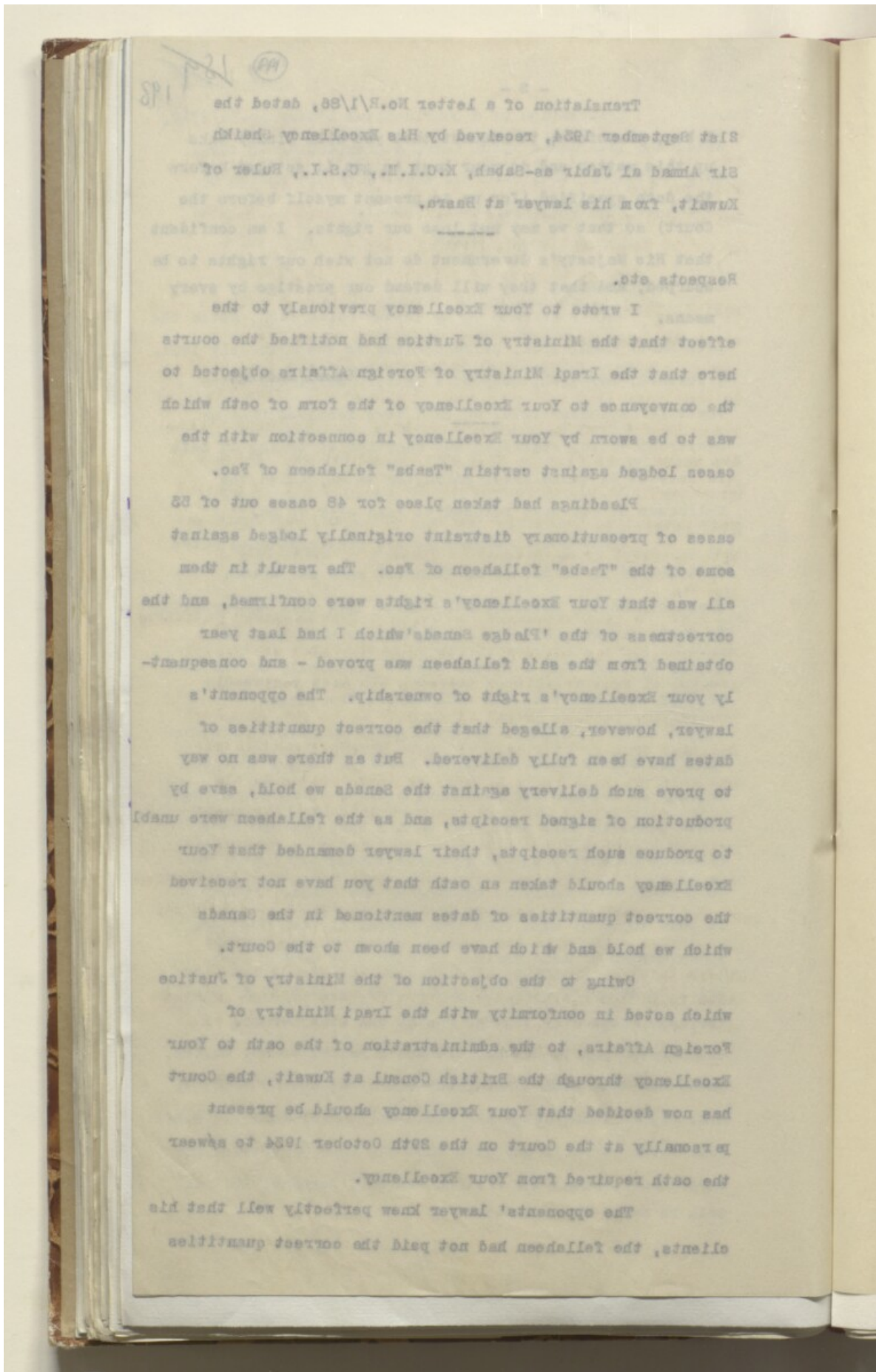
Respects etc.

I wrote to Your Excellency previously to the effect that the Ministry of Justice had notified the courts here that the Iraqi Ministry of Foreign Affairs objected to the conveyance to Your Excellency of the form of oath which was to be sworn by Your Excellency in connection with the cases lodged against certain "Taaba" fellaheen of Fao.

Pleadings had taken place for 48 cases out of 53 cases of precautionary distraint originally lodged against some of the "Taaba" fellaheen of Fao. The result in them all was that Your Excellency's rights were confirmed, and the correctness of the 'Pladge Sanads' which I had last year obtained from the said fellaheen was proved - and consequently your Excellency's right of ownership. The opponent's lawyer, however, alleged that the correct quantities of dates have been fully delivered. But as there was no way to prove such delivery against the Sanads we hold, save by production of signed receipts, and as the fellaheen were unable to produce such receipts, their lawyer demanded that Your Excellency should taken an oath that you have not received the correct quantities of dates mentioned in the Sanads which we hold and which have been shown to the Court.

Owing to the objection of the Ministry of Justice which acted in conformity with the Iraqi Ministry of Foreign Affairs, to the administration of the oath to Your Excellency through the British Consul at Kuwait, the Court has now decided that Your Excellency should be present personally at the Court on the 29th October 1934 to swear the oath required from Your Excellency.

The opponents' lawyer knew perfectly well that his clients, the fellaheen had not paid the correct quantities





- 2 -

200 196 194

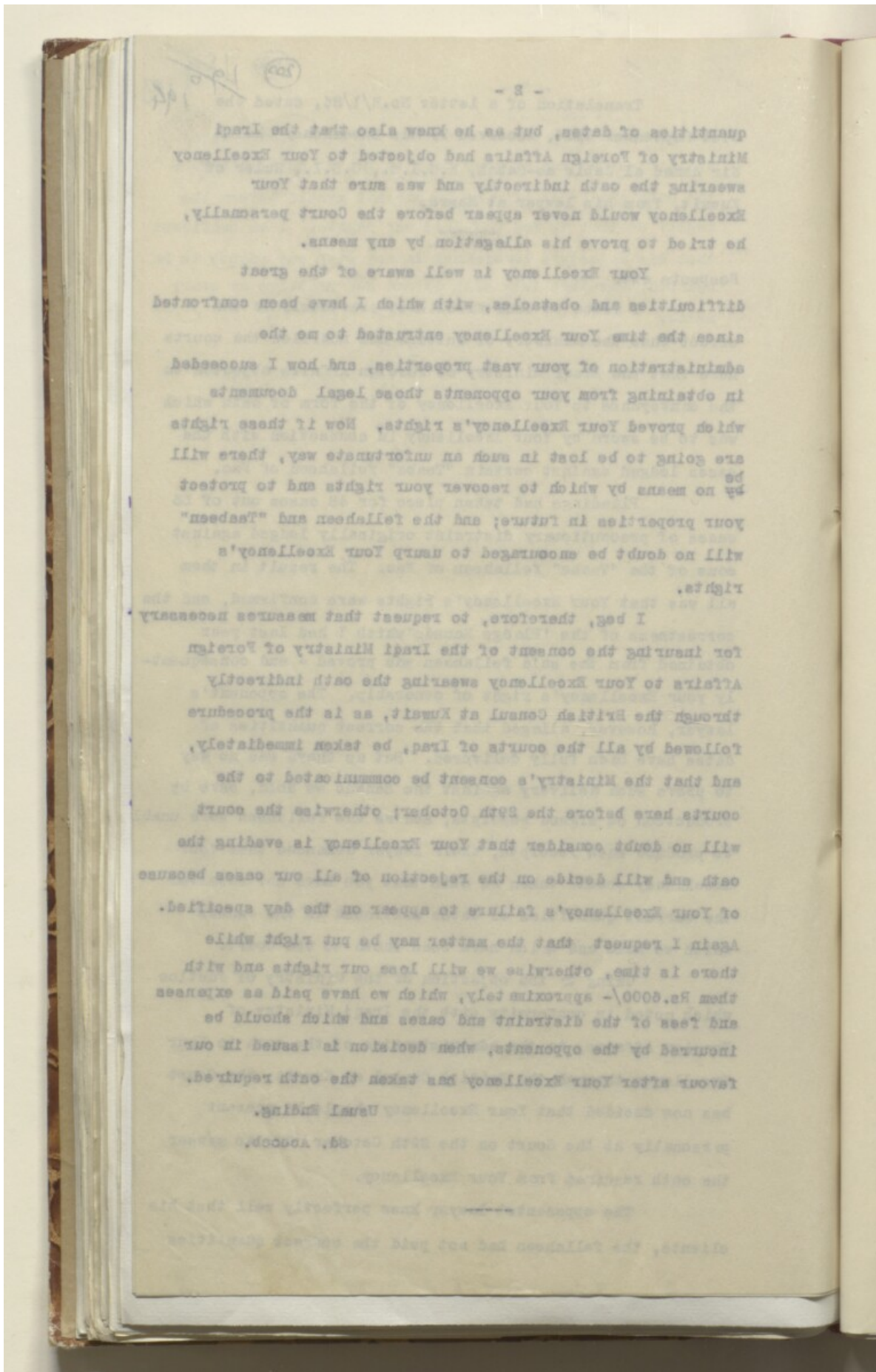
quantities of dates, but as he knew also that the Iraqi Ministry of Foreign Affairs had objected to Your Excellency swearing the oath indirectly and was sure that Your Excellency would never appear before the Court personally, he tried to prove his allegation by any means.

Your Excellency is well aware of the great difficulties and obstacles, with which I have been confronted since the time Your Excellency entrusted to me the administration of your vast properties, and how I succeeded in obtaining from your opponents those legal documents which proved Your Excellency's rights. Now if these rights are going to be lost in such an unfortunate way, there will be by no means by which to recover your rights and to protect your properties in future; and the fellaheen and "Taabeen" will no doubt be encouraged to usurp Your Excellency's rights.

I beg, therefore, to request that measures necessary for insuring the consent of the Iraqi Ministry of Foreign Affairs to Your Excellency swearing the oath indirectly through the British Consul at Kuwait, as is the procedure followed by all the courts of Iraq, be taken immediately, and that the Ministry's consent be communicated to the courts here before the 29th October; otherwise the court will no doubt consider that Your Excellency is evading the oath and will decide on the rejection of all our cases because of Your Excellency's failure to appear on the day specified. Again I request that the matter may be put right while there is time, otherwise we will lose our rights and with them Rs.6000/- approximately, which we have paid as expenses and fees of the distraint and cases and which should be incurred by the opponents, when decision is issued in our favour after Your Excellency has taken the oath required.

Usual Ending.

Sd. Accoob.





Telegram Cypher.

From Secretary of State for India, London.

To Political Resident in the Persian Gulf, No.2293.

Repeated to British Embassy, Baghdad, No.2294.

Government of India, No.2295.

Political Agent, Kuwait No.2296.

Dated and received the 29th September 1934.

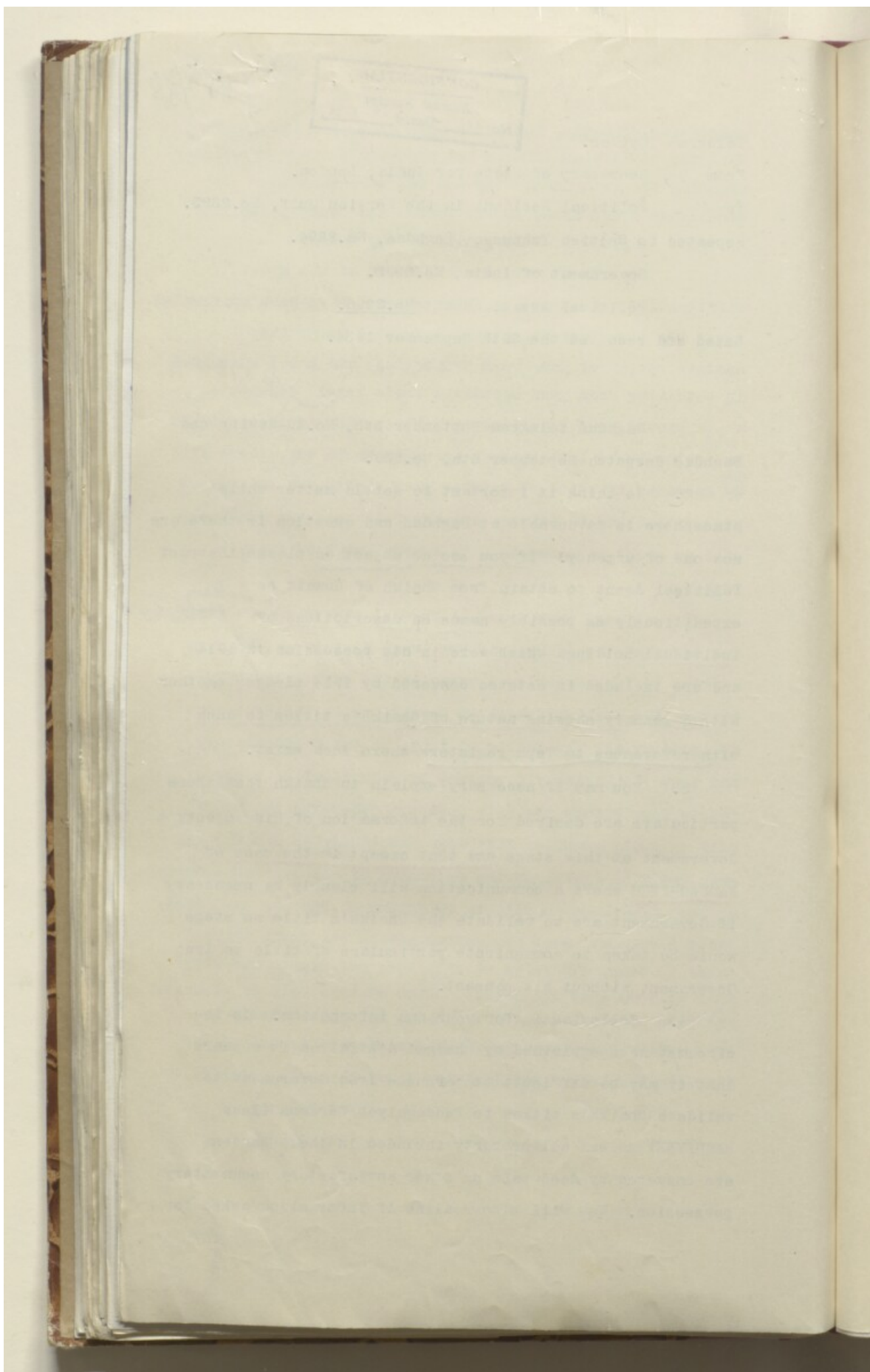
Baghdad telegram September 5th, No.29-Saving and
Baghdad despatch September 6th, No.530.

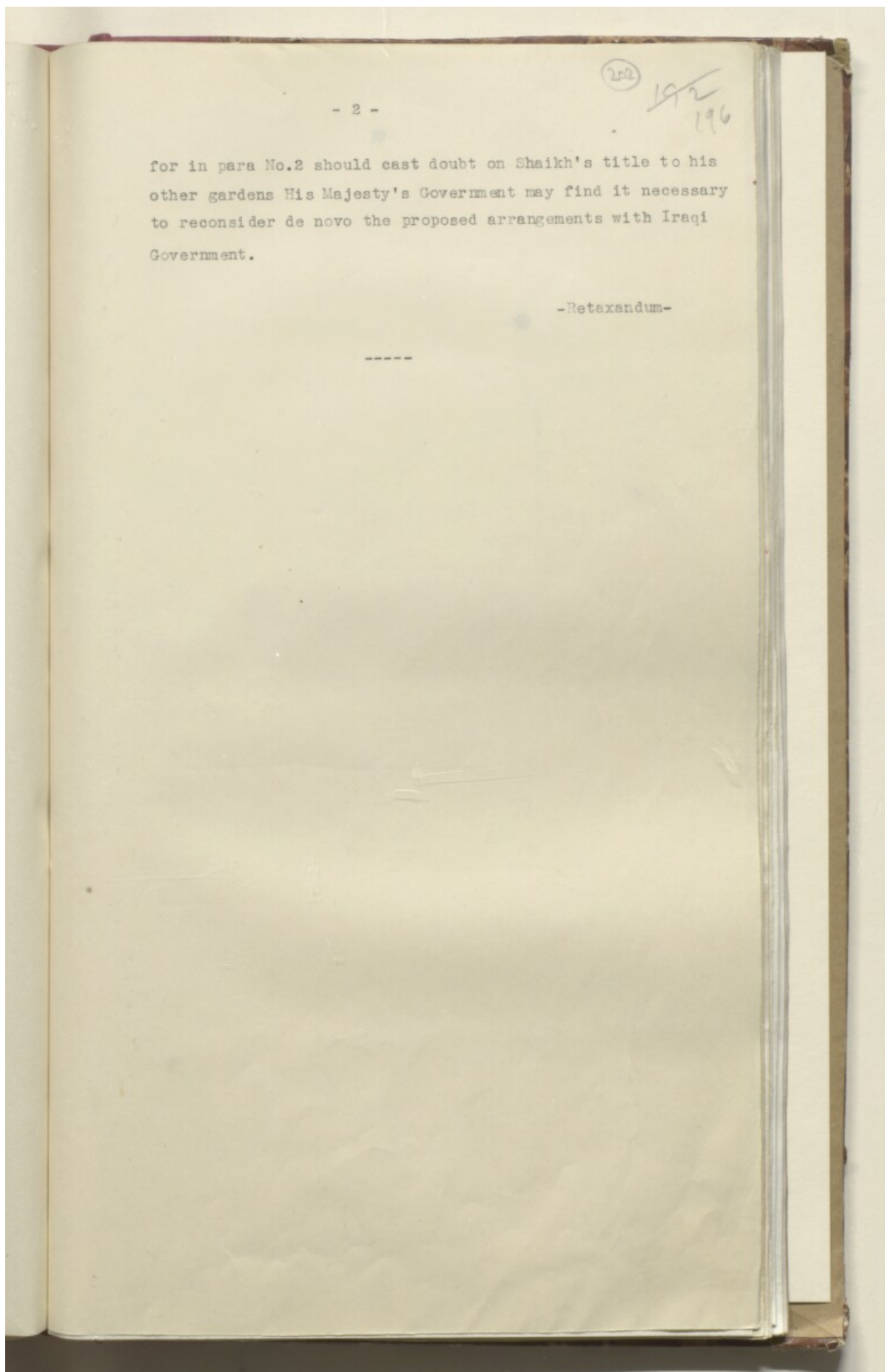
2. We think it important to settle matter while atmosphere is favourable at Baghdad and question is therefore now one of urgency. If you see no objection please instruct Political Agent to obtain from Shaikh of Kuwait as expeditiously as possible names or descriptions of individual holdings which were in his possession in 1914, and are included in estates covered by 1914 pledge together with a summary showing nature of Shaikh's titles to each, with references to Tapu registers where such exist.

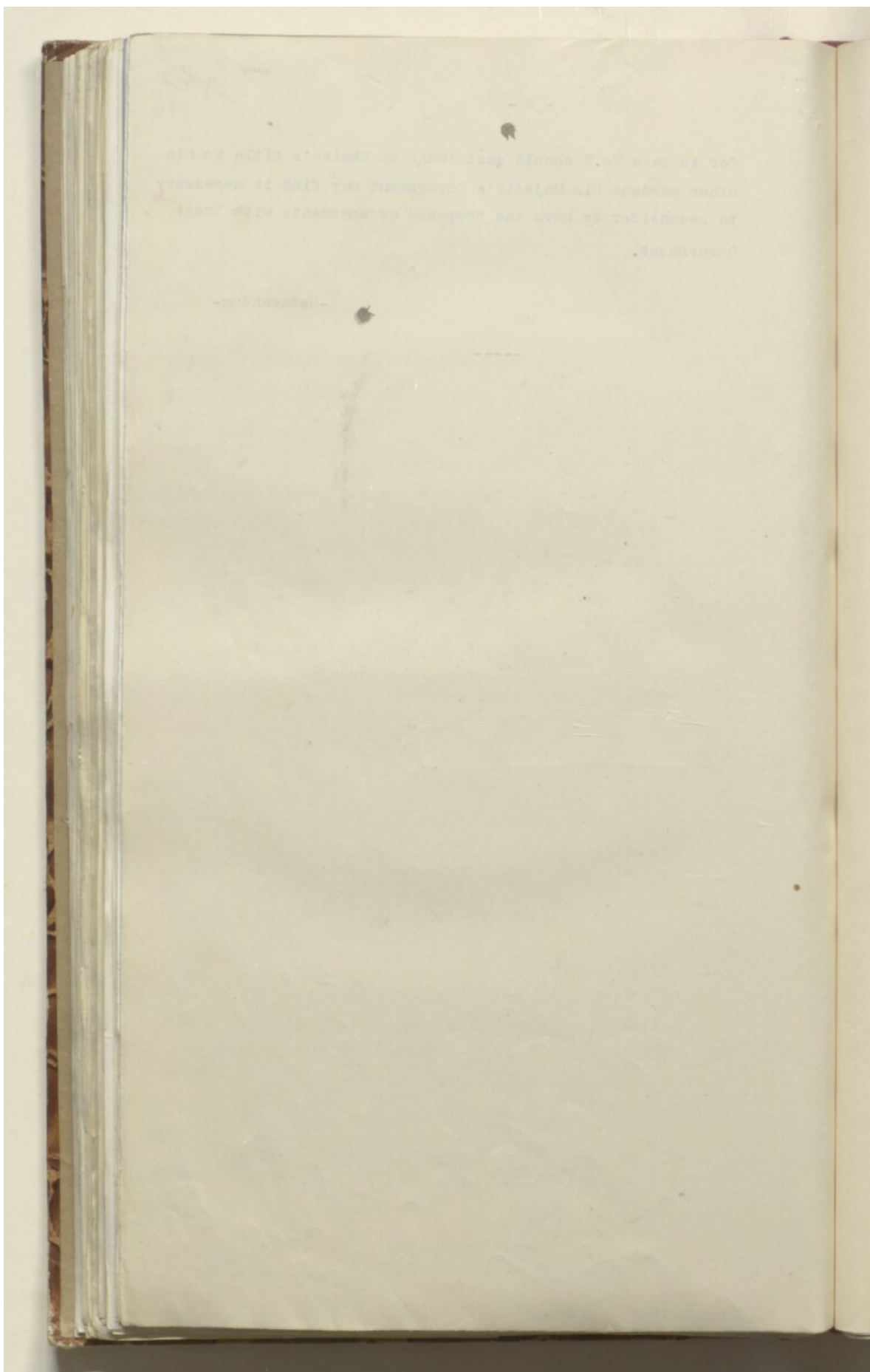
3. You may if necessary explain to Shaikh that these particulars are desired for the information of His Majesty's Government at this stage and that except in the case of FADDAGHIYEH, where a communication will clearly be necessary if Government are to validate the Shaikh's title no steps would be taken to communicate particulars of title to Iraq Government without his consent.

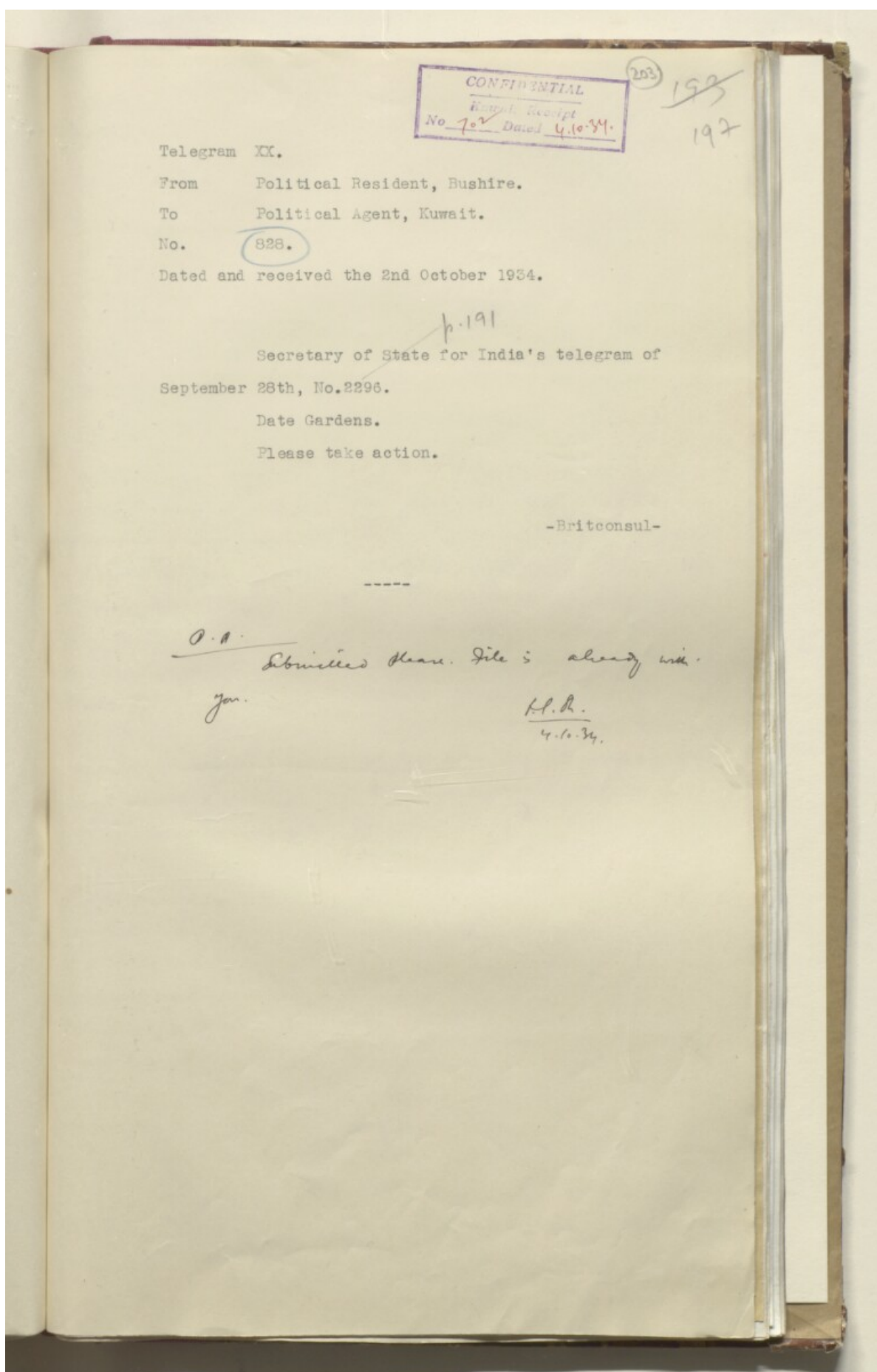
4. Following is for your own information. In the circumstances explained by Charge' d'Affaires it appears that it may be difficult to persuade Iraq Government to validate Shaikh's titles to Faddaghiyeh Gardens (less BASHIYEH) unless all property included in these gardens are covered by deed sale or other satisfactory documentary possession. You will also realise if information asked for

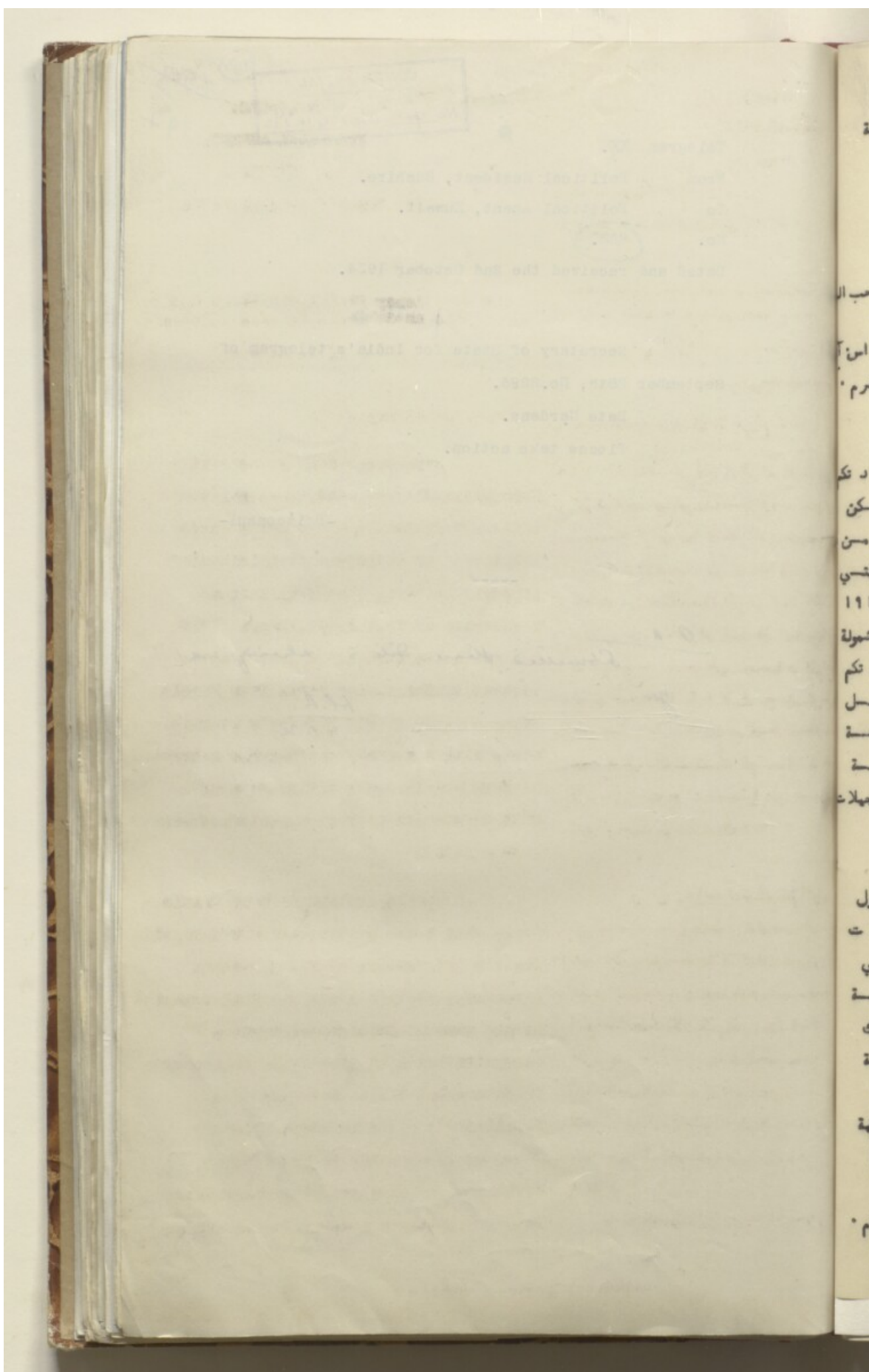
in/

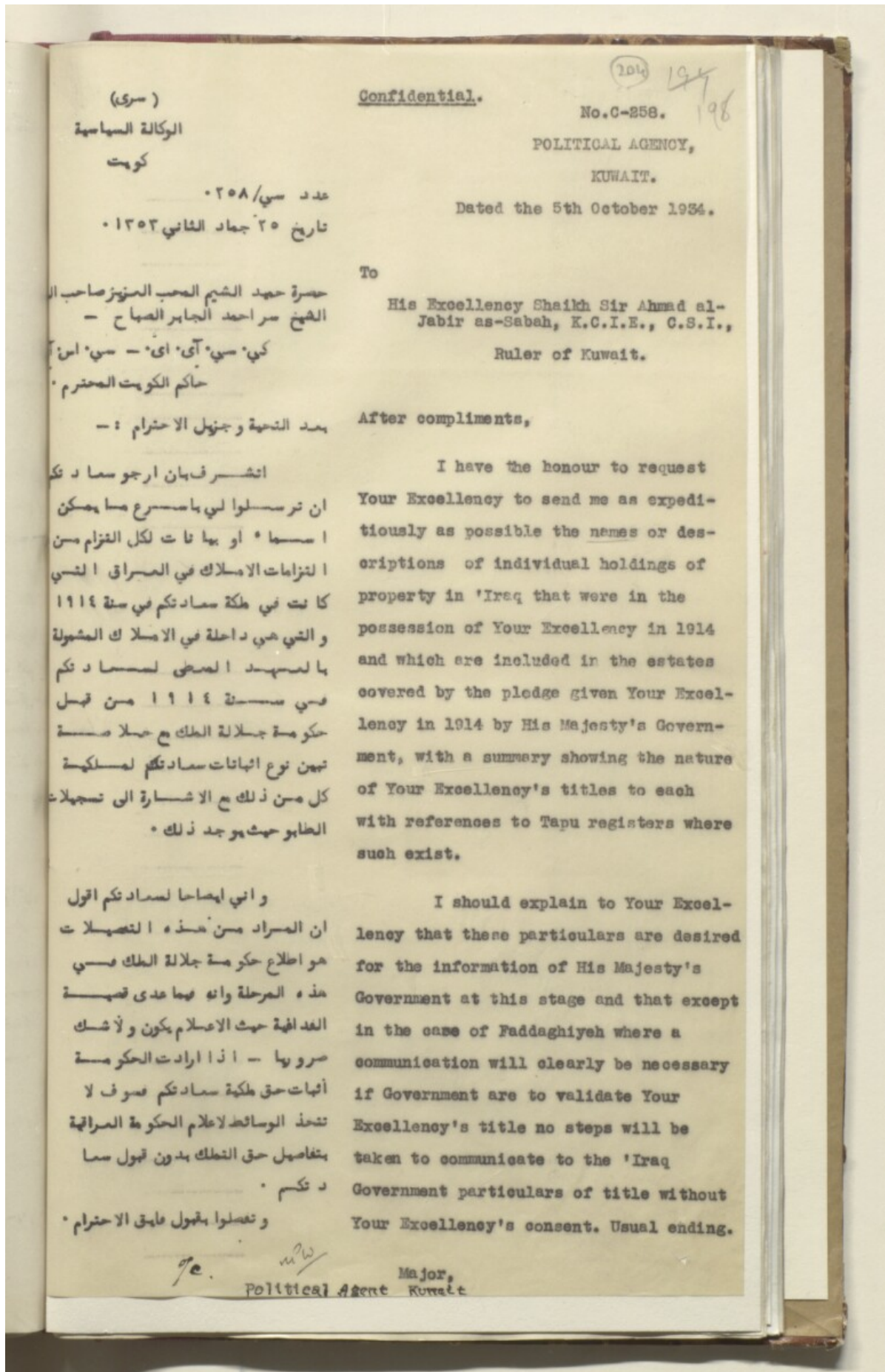












Confidential.

No. C-258.

POLITICAL AGENCY,
KUWAIT.

Dated the 5th October 1934.

To

His Excellency Shaikh Sir Ahmad al-Jabir as-Sabah, K.C.I.E., C.S.I.,

Ruler of Kuwait.

After compliments,

I have the honour to request Your Excellency to send me as expeditiously as possible the names or descriptions of individual holdings of property in 'Iraq that were in the possession of Your Excellency in 1914 and which are included in the estates covered by the pledge given Your Excellency in 1914 by His Majesty's Government, with a summary showing the nature of Your Excellency's titles to each with references to Tapu registers where such exist.

I should explain to Your Excellency that these particulars are desired for the information of His Majesty's Government at this stage and that except in the case of Faddaghiyeh where a communication will clearly be necessary if Government are to validate Your Excellency's title no steps will be taken to communicate to the 'Iraq Government particulars of title without Your Excellency's consent. Usual ending.

Major,

Political Agent Kuwait

(سري)

الوكالة السياسية

كويت

عدد سي/٢٥٨

تاريخ ٢٥ جماد الثاني ١٣٥٣

حضرة حميد الشيم المحب المنير صاحب
الشيخ سراحند الجابر الصباح -

كي. سي. آي. - سي. اس. آي.
حاكم الكويت المحترم

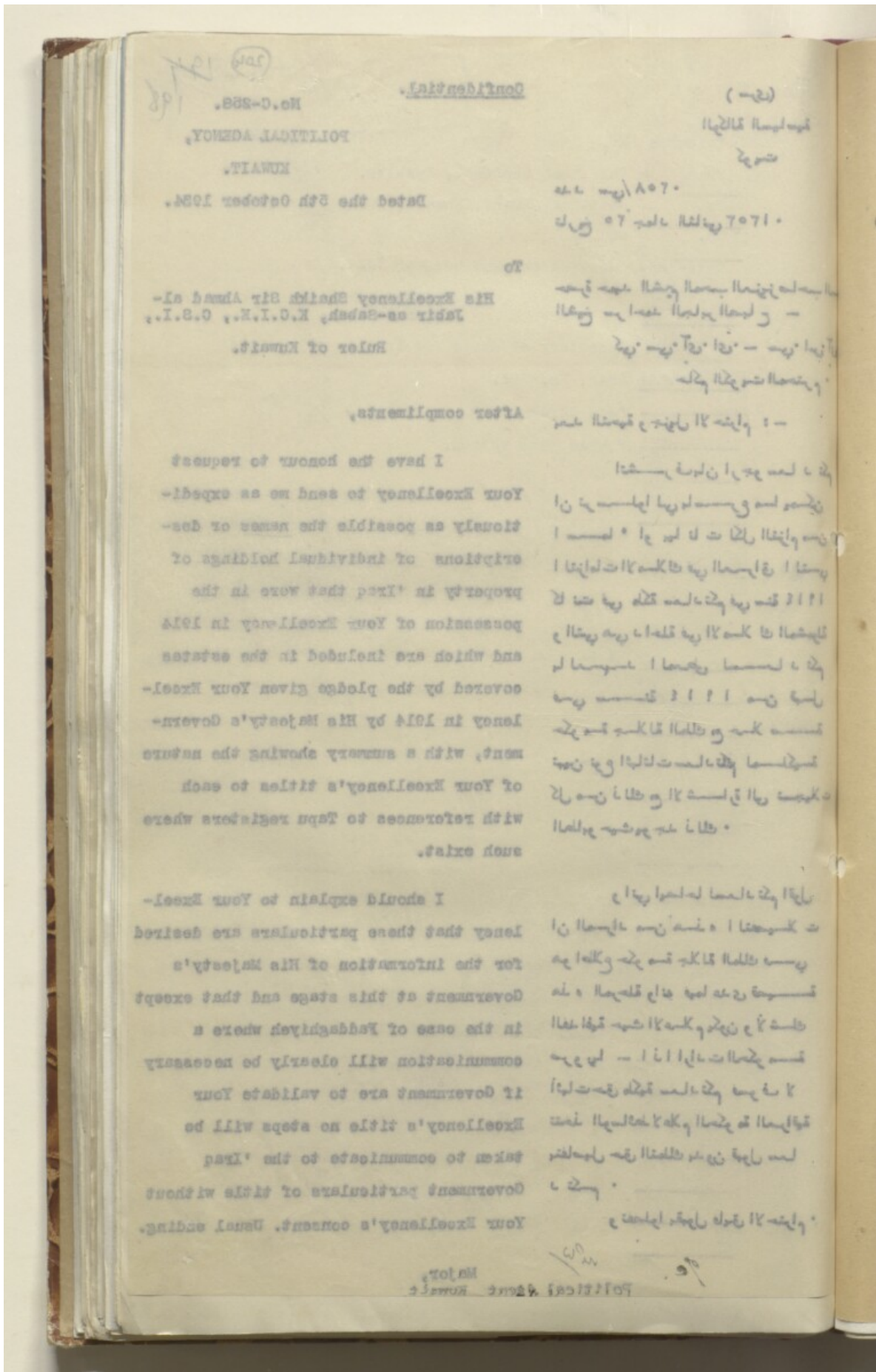
بعد التحية وجنوب الاحترام :-

اتشرف بان ارجو سعادتك
ان ترسلوا لي باسرع ما يمكن
اسما او بيانات لكل القوام من
التزامات الاملاك في العراق التي
كانت في طاعة سعادتك في سنة ١٩١٤
والتي هي داخل في الاملاك المشمولة
بالعهد المصطفى لسعادتك
في سنة ١٩١٤ من قبل
حكومة جلالة الملك مع خلاصة
تبين نوع اثباتات سعادتك لمملكتك
كل من ذلك مع الاشارة الى تسجيلات
الطاهو حيث هو جد ذلك

واني امحبا لسعادتك اقول
ان المراد من هذه التوصيات
هو اطلاع حكومة جلالة الملك في
هذه المرحلة وانه مما عدى قضية
العدالة حيث الاعلام يكون ولا شك
صروها - اذا ارادت الحكومة
اثبات حق ملكية سعادتك معروف لا
تنفذ الوسائط لاعلام الحكومة المراقبة
بتفاصيل حق التملك بدون قبول سعادتك
وتفضلوا بقبول فائق الاحترام

7e.

W





File 2/5 IV
14.10

R.I. No. 716
16.10.34.

(255)
1935
193

GOVERNMENT OF INDIA,
DEPARTMENT.

Confidential.

EXPRESS LETTER

[N. B.—This is an ORIGINAL MESSAGE, sent by post to save telegraphic expense and undue use of the wires, but intended to be treated, on receipt, with the same expedition as if it had been telegraphed. To save time and formalities it is worded and signed as if it had been so despatched.]

FROM - Political Resident, Bushire.

To - Proconsul, Baghdad.

Repeated to Retaxandum, London.

Foreign, New Delhi.

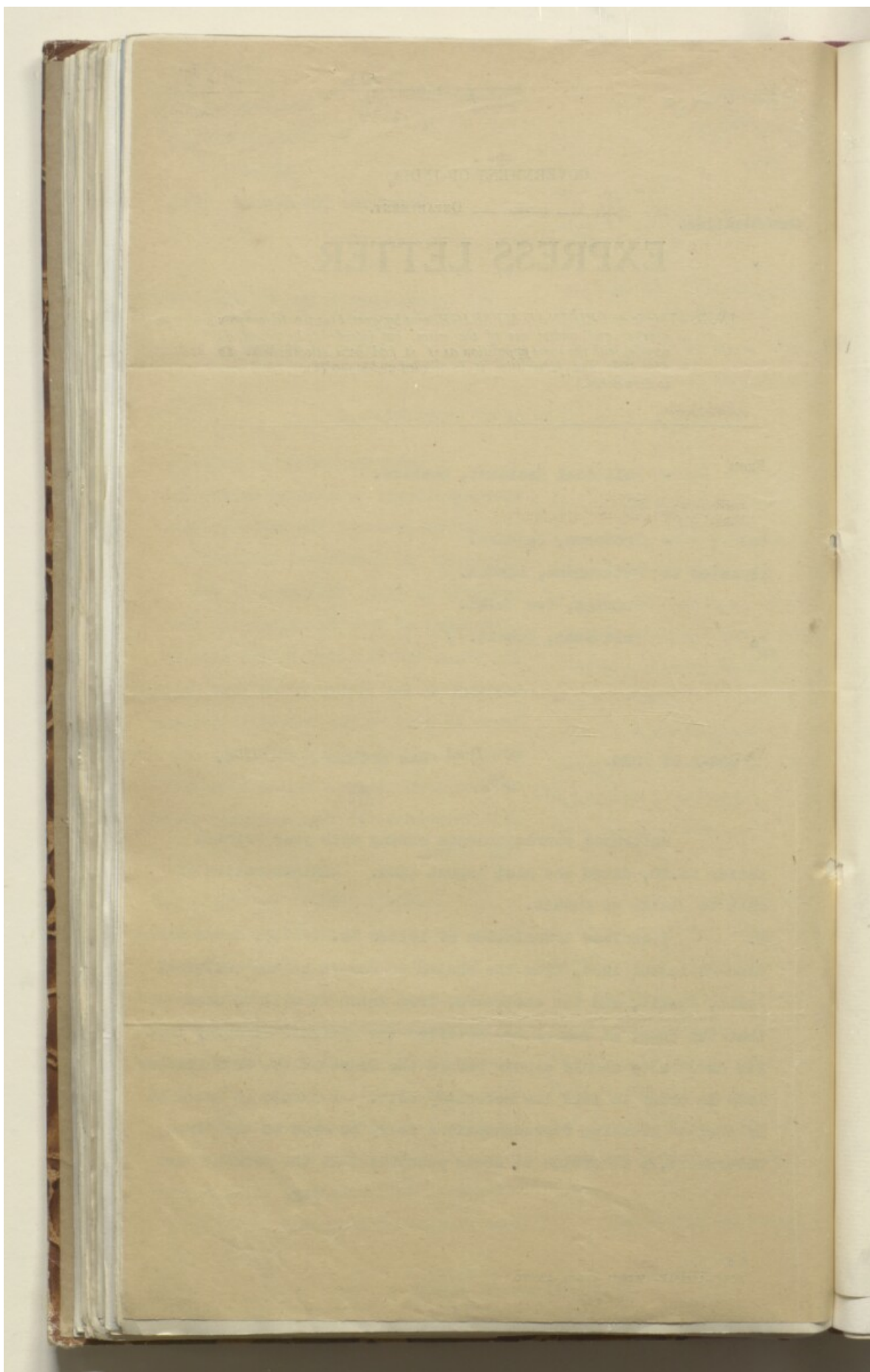
To Political, Kuwait. ✓
XX

No. 953-S of 1934. Date 9th October, 1934.

Reference correspondence ending with your printed Letter No. 26, dated the 31st August 1934. Administration of oath to Shaikh of Kuwait.

2. I enclose translation of letter No. 84/1710, dated the 23rd September 1934, from the Shaikh of Kuwait to the Political Agent, Kuwait, and its enclosure, from which it will be seen that the Court at Basrah has notified the Shaikh's attorney that His Excellency should appear before the Court on the 29th October 1934 in order to take the necessary oath. I should be grateful if further pressing representations could be made to the 'Iraq Government, as otherwise it seems possible that the Basrah Court may/

S. 6;
DCFP—15658&P—(M.1511)—27 9-32—2,80,000.





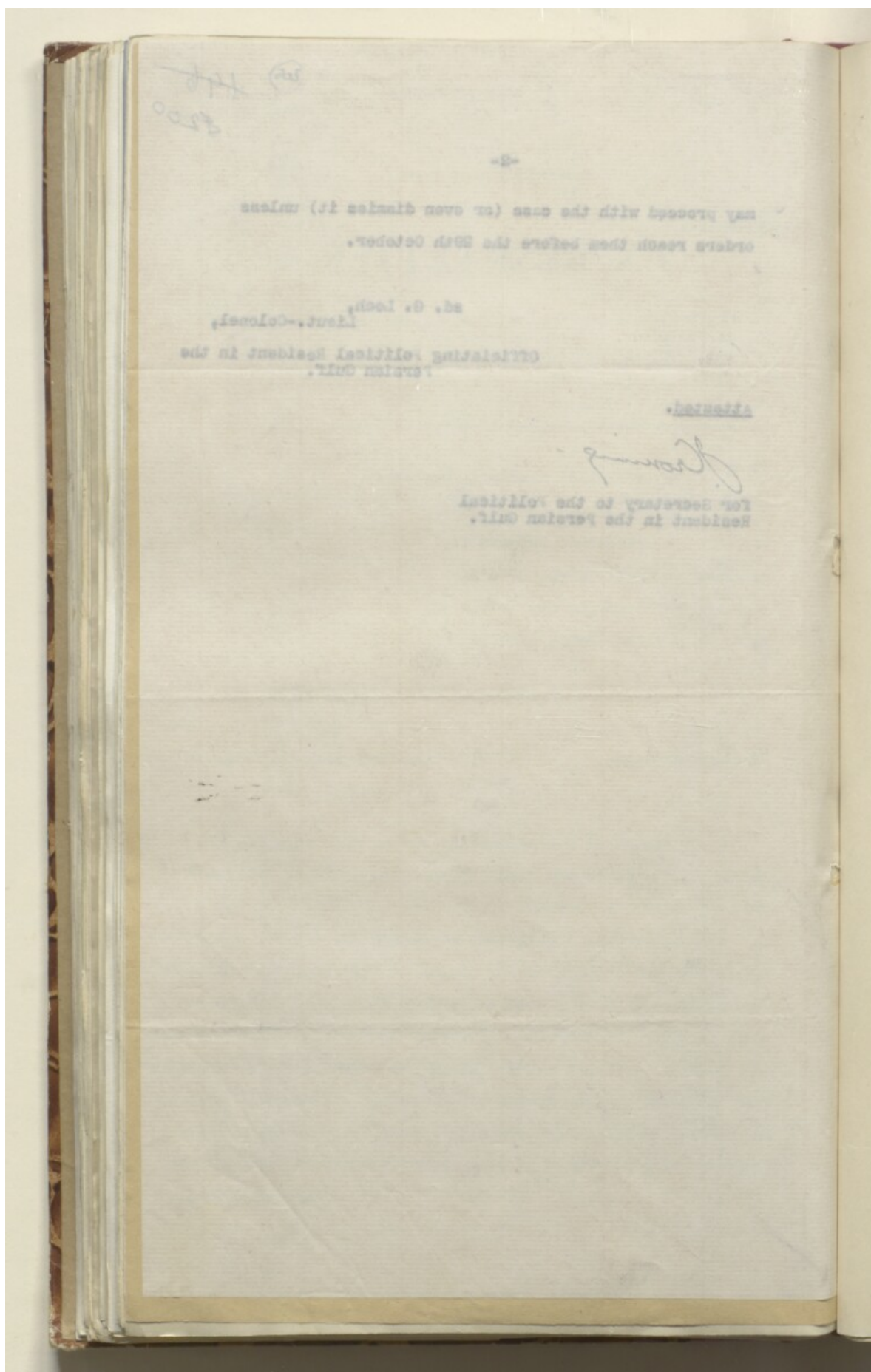
-2-

may proceed with the case (or even dismiss it) unless
orders reach them before the 29th October.

ad. G. Loch,
Lieut.-Colonel,
Officiating Political Resident in the
Persian Gulf.

Attested.

Kroning
for Secretary to the Political
Resident in the Persian Gulf.





18-10-34
(207) 196-A
Translation of a confidential letter No.R-4/1769,
dated the 6th Rajab 1353, corresponding to the 15th October
(received 18. Oct 1934)
1934, from His Excellency the Ruler of Kuwait, to the
Political Agent, Kuwait.

After compliments, 10. 194

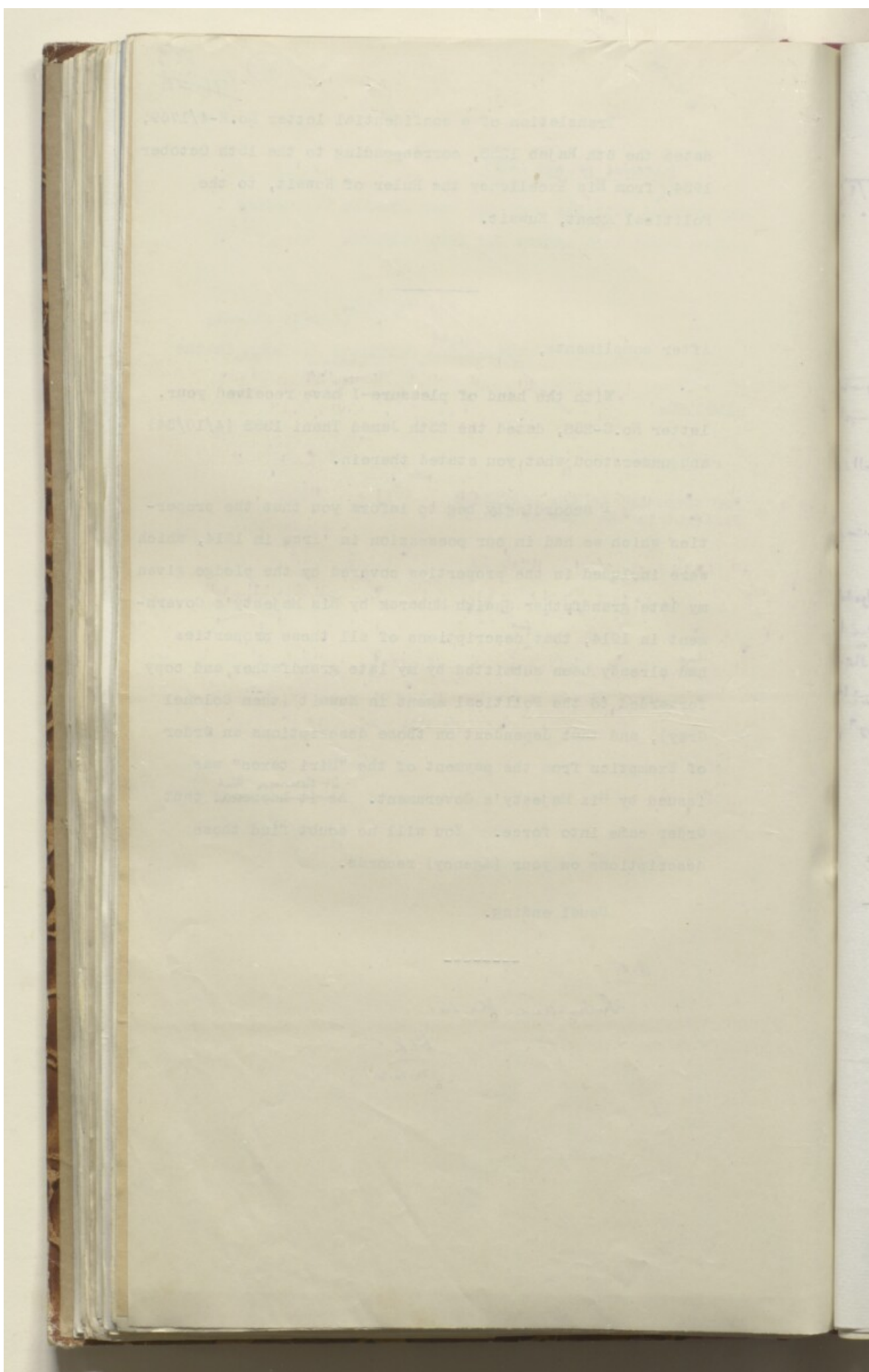
With the hand of pleasure I have received your
letter No.C-258, dated the 25th Jamad Thani 1353 (4/10/34)
and understood what you stated therein.

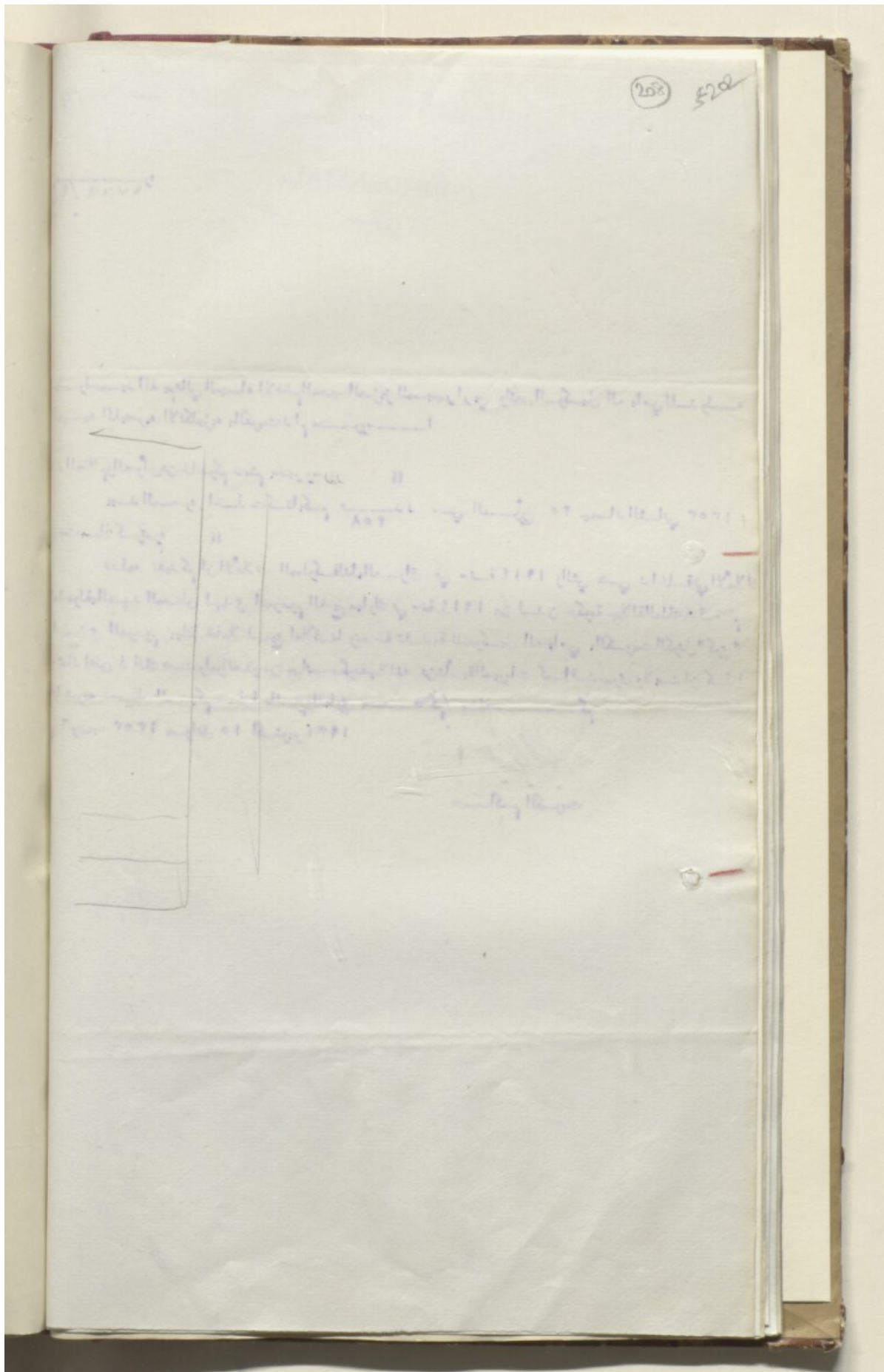
I accordingly beg to inform you that the proper-
ties which we had in our possession in 'Iraq in 1914, which
were included in the properties covered by the pledge given
my late grandfather Shaikh Mubarak by His Majesty's Govern-
ment in 1914, that ^{full} descriptions of all these properties
^{have} had already been submitted by my late grandfather, and copy
forwarded to the Political Agent in Kuwait (then Colonel
Gray), and that dependent on those descriptions an Order
of Exemption from the payment of the "Miri taxes" was
issued by His Majesty's Government. ^{It found that} ~~As it happened~~ that
Order came into force. You will no doubt find those
descriptions on your (Agency) records.

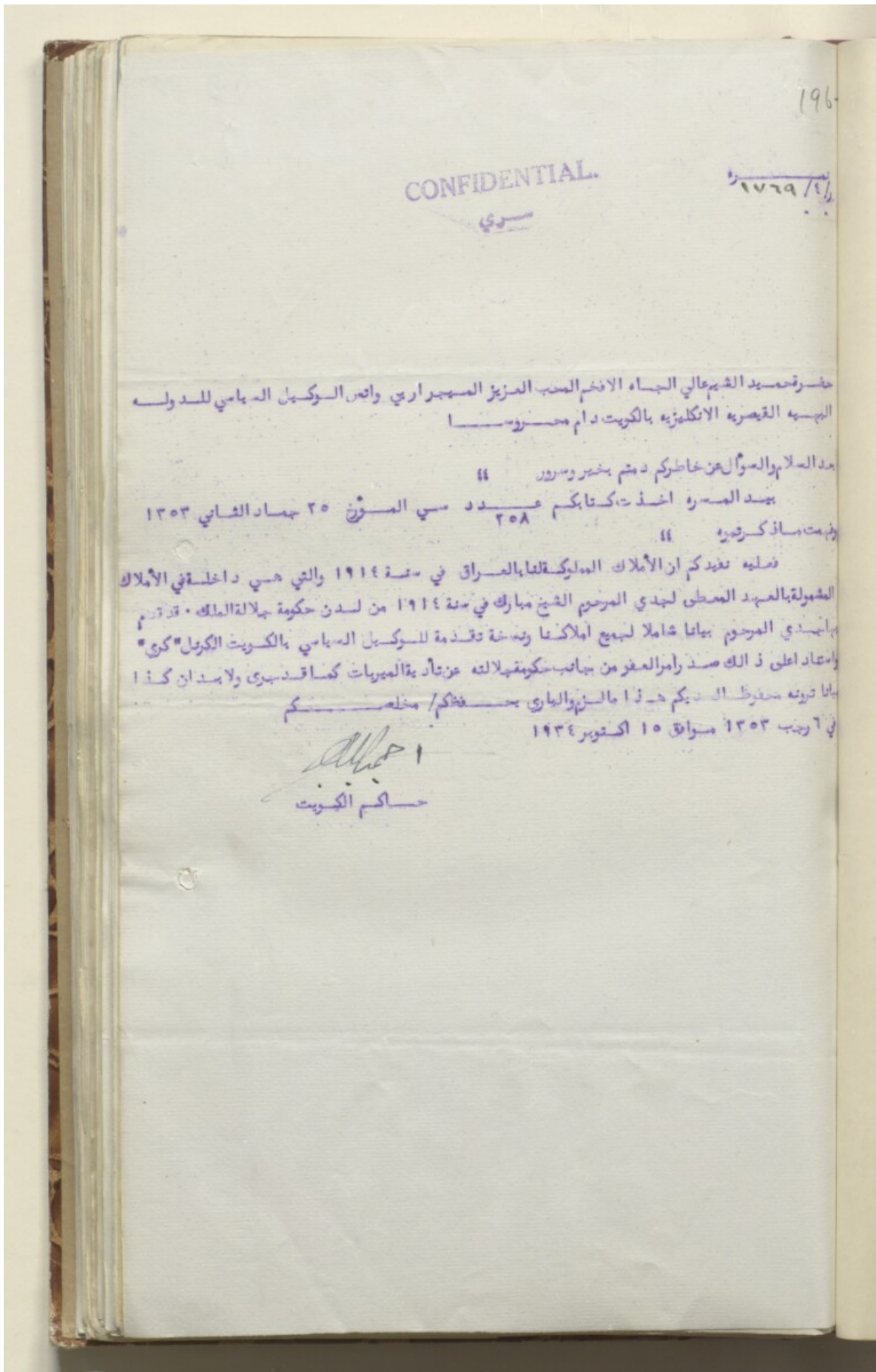
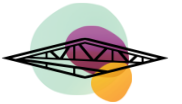
Usual ending.

0.9.
Submitted Please.

b.k.
20.10.34









196-

Telegram G.T.C.
From Political Agent, Kuwait.
To Political Resident, Bushire.
No. 276.
Dated the 24th October 1934.

197
109
422

IMPORTANT.

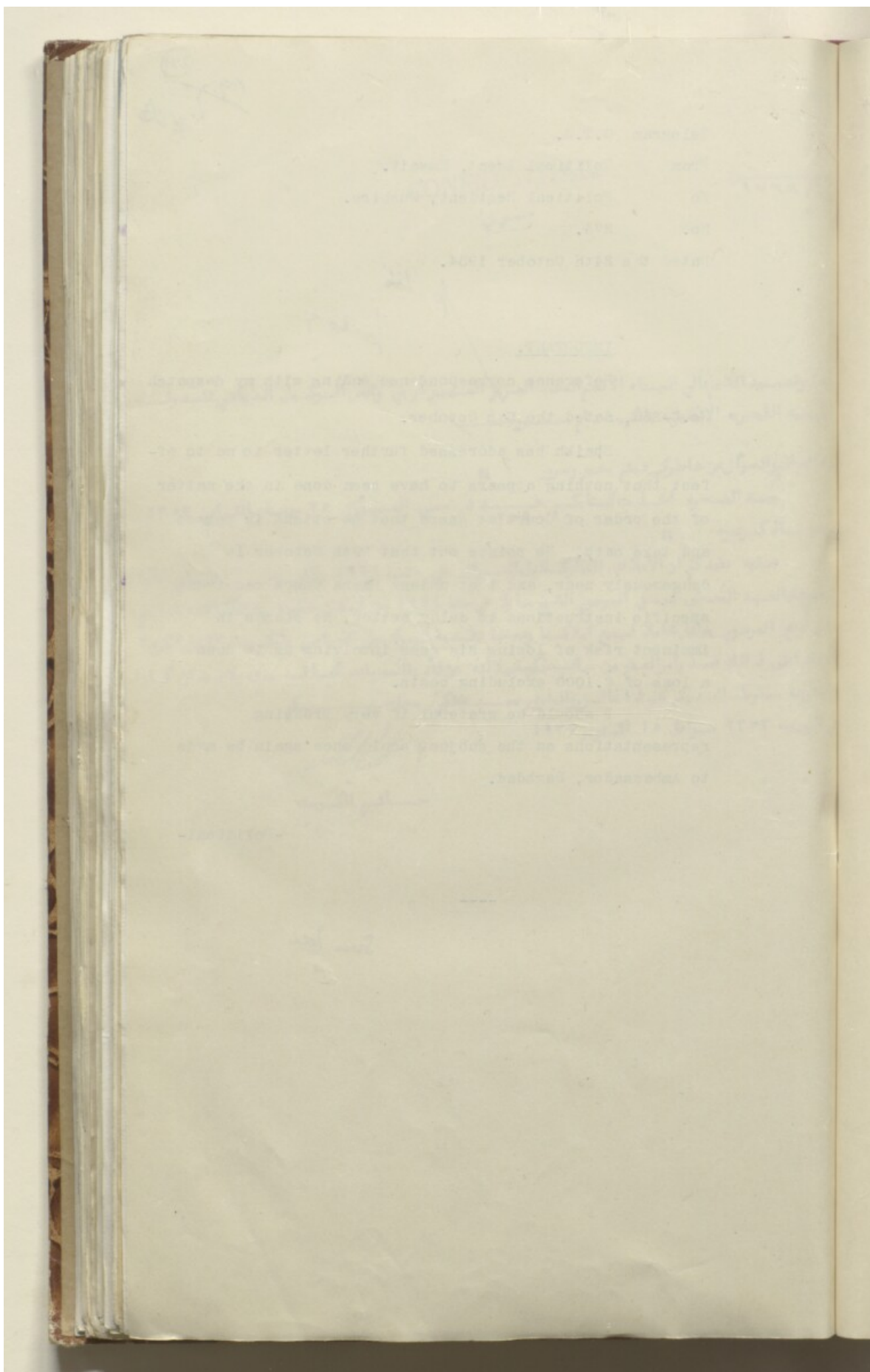
Reference correspondence ending with my despatch
No.C-255, dated the 5th October.

Shaikh has addressed further letter to me to effect that nothing appears to have been done in the matter of the order of Court at Basra that he attend in person and take oath. He points out that 29th October is dangerously near, and that unless Basra Court receives specific instructions to delay action, he stands in imminent risk of losing his case involving as it does a loss of £.1000 excluding costs.

I should be grateful if very pressing representations on the subject could once again be made to Ambassador, Baghdad.

-Political-

Seen File
W





II/5
Telegram G.T.C.

From Britconsul, Bushire.

To Ambassador, Baghdad.

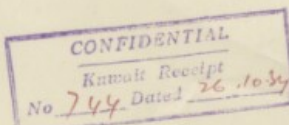
Repeated to India Office, London.

Government of Indian, Delhi.

Political Agent, Kuwait.

No. 905.

Dated and received the 25th October 1934.

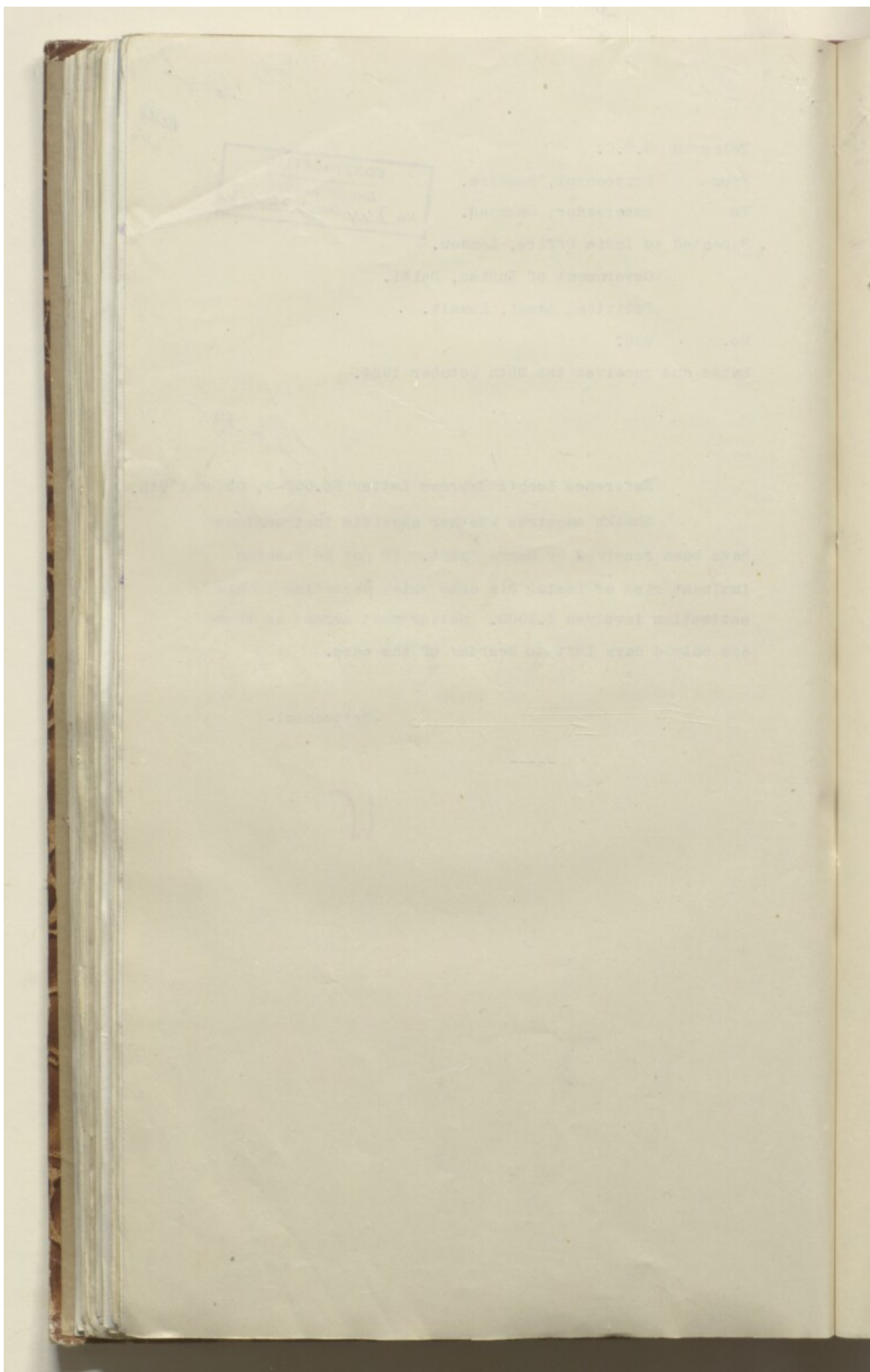


Reference Loch's Express Letter No.953-S, October 9th.

Shaikh enquires whether specific instructions have been received by Basra Court. If not he running imminent risk of losing his case which according to his estimation involves £.1000. Matter most urgent as there are only 4 days left to hearing of the case.

-Britconsul-

W





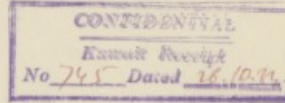
Telegram G.T.C.

From Political Resident, Bushire.

To Political Agent, Kuwait.

No. 909.

Dated and received the 26th October 1934.

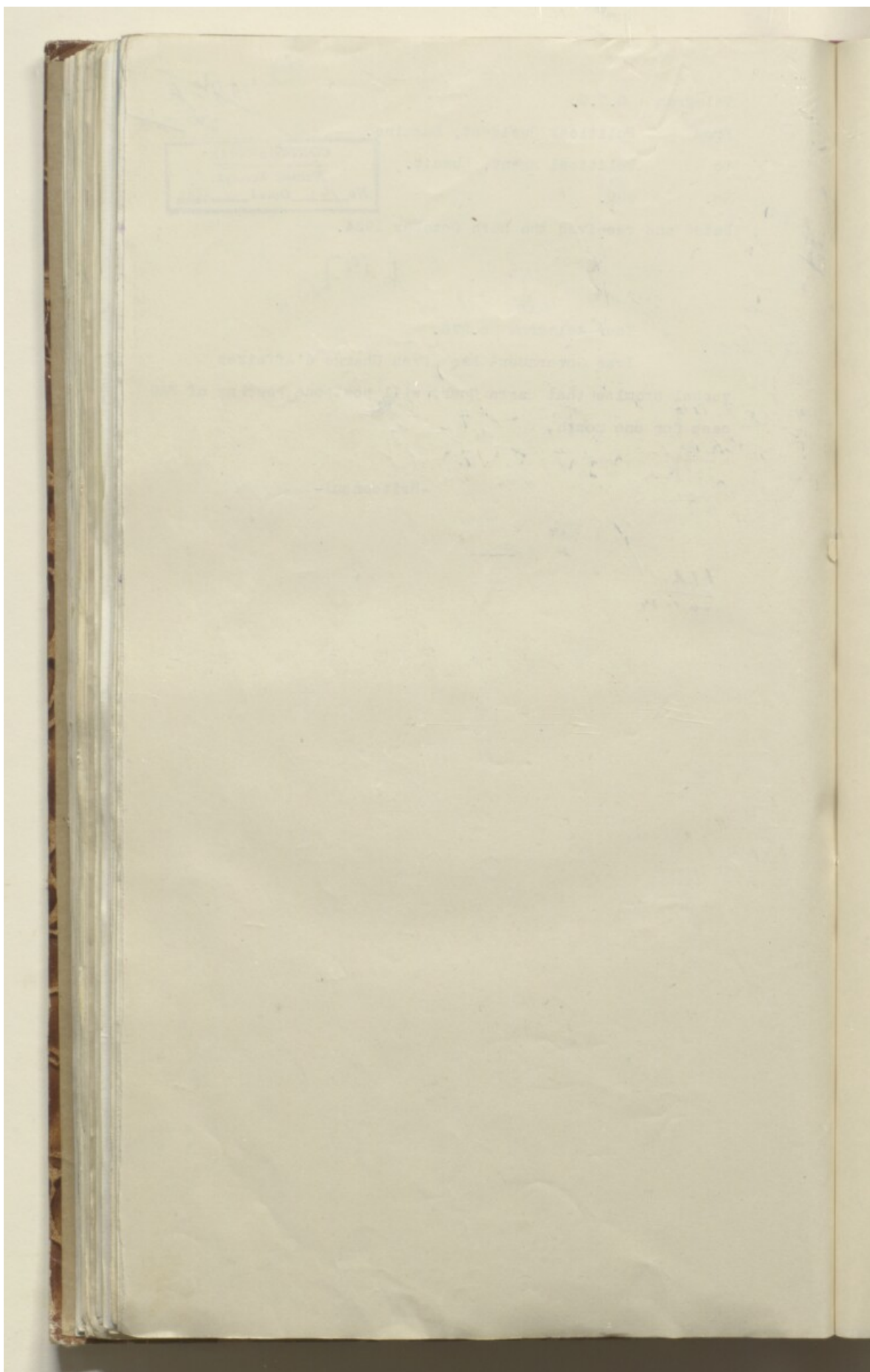


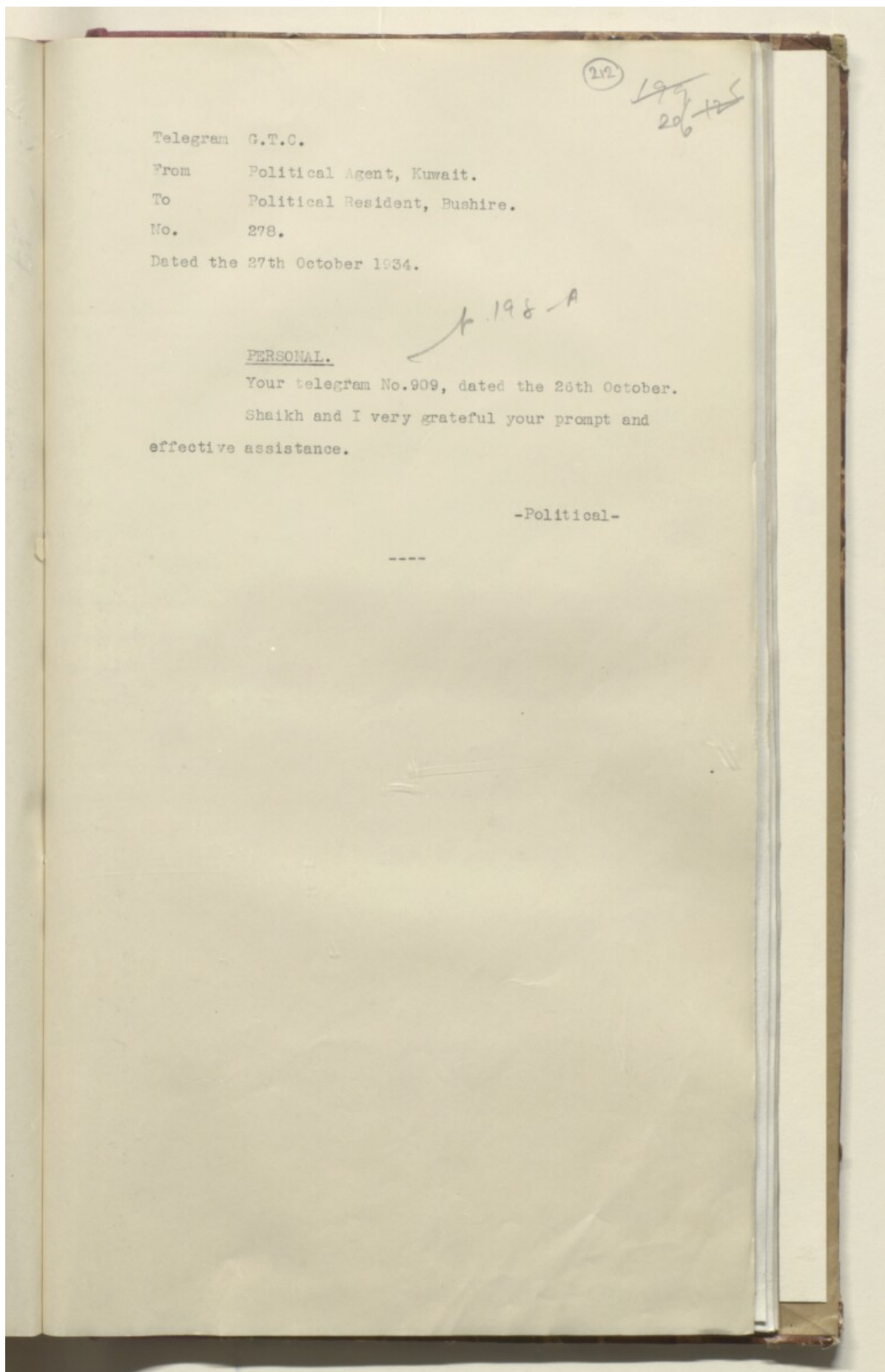
197
Your telegram No.276.

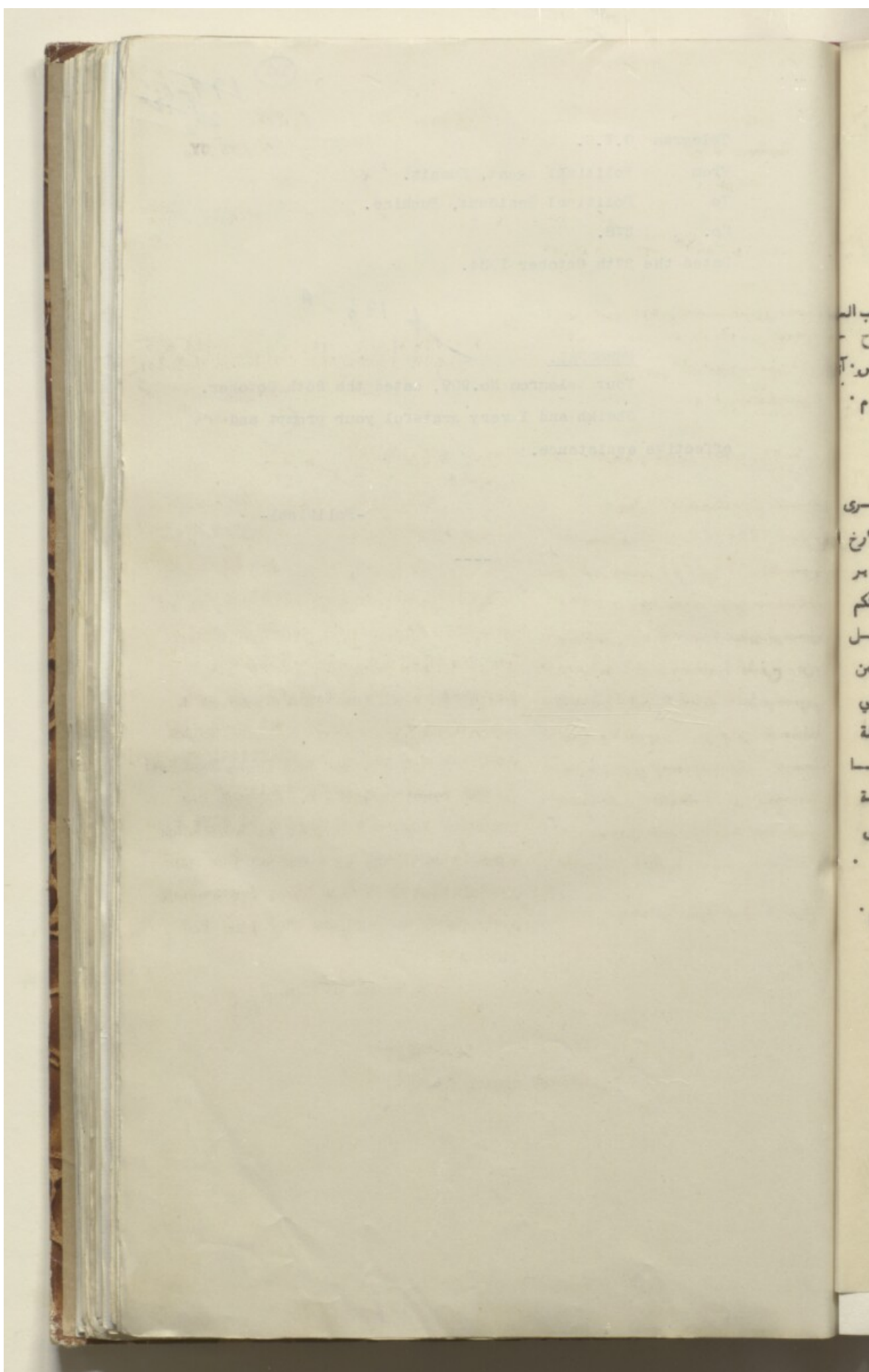
Iraq Government has given Charge d'Affaires
verbal promise that Basra Court will postpone hearing of FAO
case for one month.

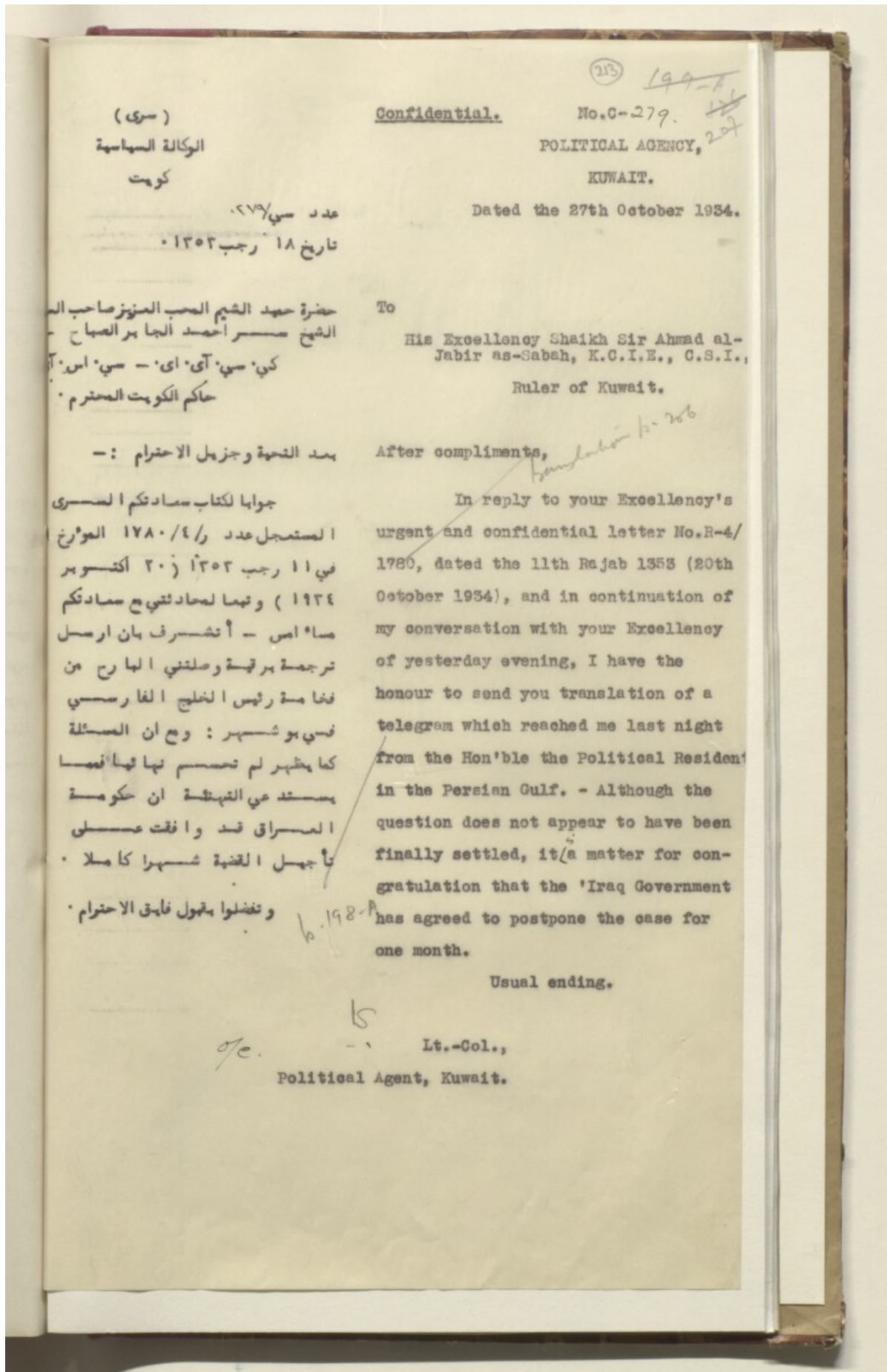
-Britconsul-

H.L.
26.10.34









(سري)

الوكالة السياسية

كويت

عدد سي/٢٧٧

تاريخ ١٨ رجب ١٣٥٢

حضرة حميد الشيم المحب المنور صاحب الم
الشيخ مسرر أحمد الجابر الصباح
كي سي سي آي آي سي سي سي
حاكم الكويت المحترم

بمد التحية وجزيل الاحترام :-

جوابا لكتاب سادتكم الصري
المستعمل عدد ر/١٧٨٠/٤ المؤرخ
في ١١ رجب ١٣٥٢ (٢٠ أكتوبر
١٩٣٤) وتبعا لمحادثة مع سادتكم
مسا امي - أشرف بان ارسل
ترجمة برقية وصلني البارح من
فخامة رئيس الخليج الفارسي
في بوشهر : ومع ان المسئلة
كما يظهر لم تحسم نهايا فمما
يستند عي التهيئة ان حكومة
المسراق قد وافقت على
تأجيل القضية شهرا كاملا
وتفضلوا بقول فائق الاحترام

Confidential.

No. C-279.

POLITICAL AGENCY,

KUWAIT.

Dated the 27th October 1934.

To

His Excellency Shaikh Sir Ahmad al-
Jabir as-Sabah, K.C.I.E., C.S.I.,

Ruler of Kuwait.

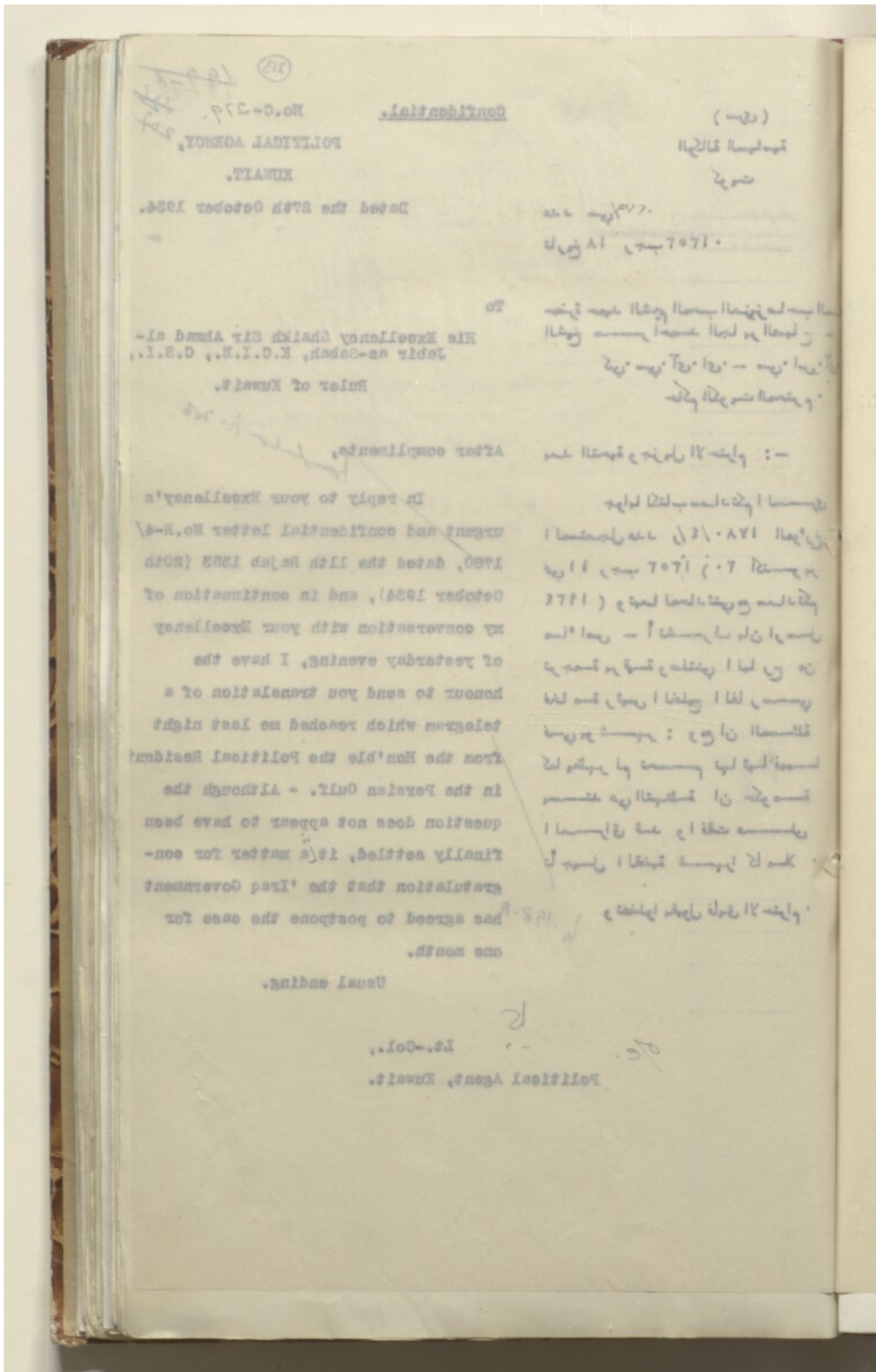
After compliments,

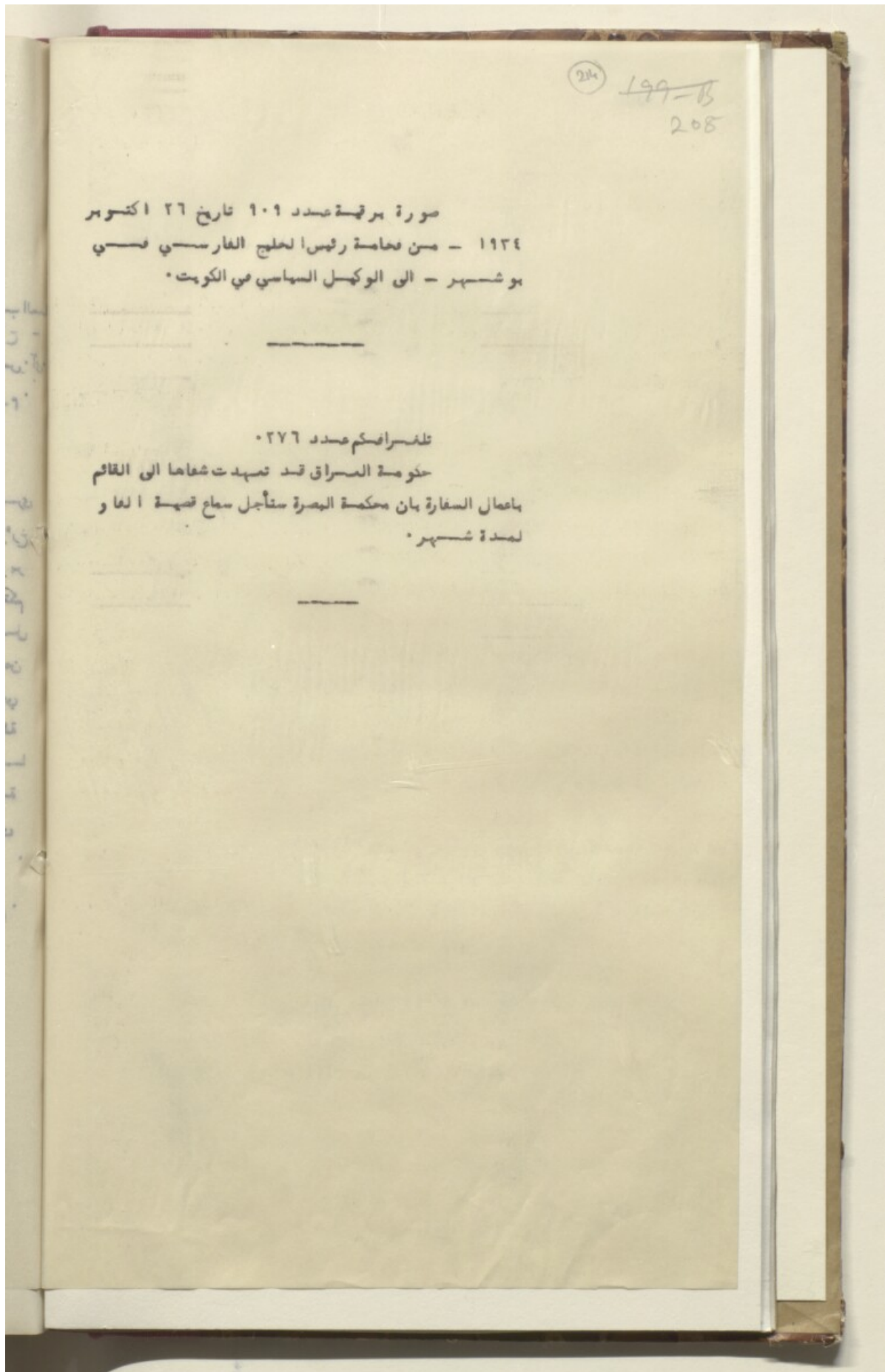
In reply to your Excellency's
urgent and confidential letter No. R-4/
1780, dated the 11th Rajab 1353 (20th
October 1934), and in continuation of
my conversation with your Excellency
of yesterday evening, I have the
honour to send you translation of a
telegram which reached me last night
from the Hon'ble the Political Resident
in the Persian Gulf. - Although the
question does not appear to have been
finally settled, it is a matter for con-
gratulation that the 'Iraq Government
has agreed to postpone the case for
one month.

Usual ending.

Lt.-Col.,

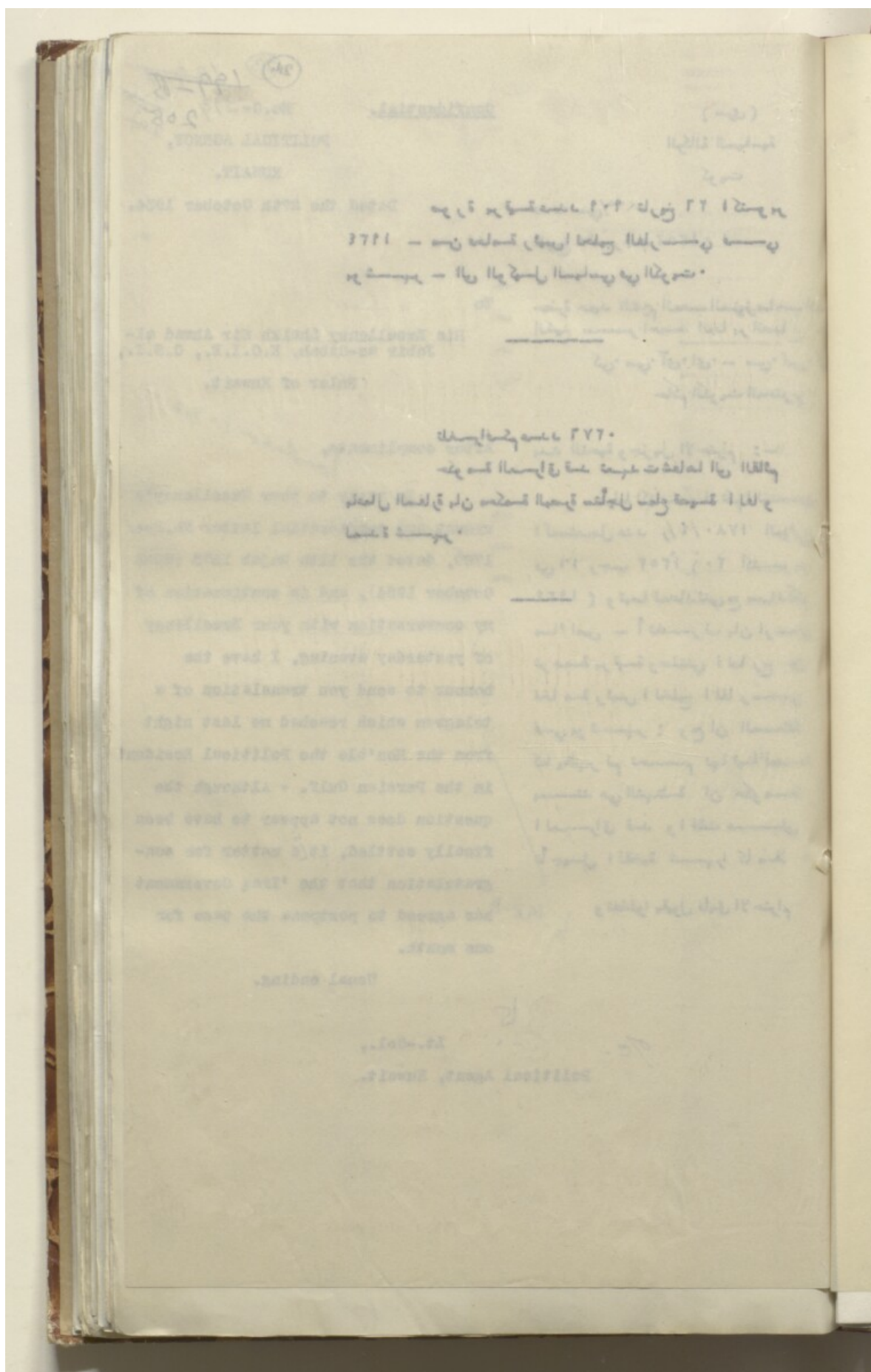
Political Agent, Kuwait.





صورة برقية عدد ١٠١ تاريخ ٢٦ أكتوبر
١٩٢٤ - من معامة رئيس الخليج الفارسي في
بوشهر - الى الوكيل السياسي في الكويت *

تلغرافكم عدد ٢٧٦ *
حكومة العراق قد تمهدت شفاها الى القائم
بامعال السفارة بان محكمة المصرة ستأجل سماع قضية الفارو
لمدة شهر *





CONFIDENTIAL.

No.C-280.

POLITICAL AGENCY,
KUWAIT,

The 25th October 1934.

From

Lt.-Colonel H.R.P.Dickson, C.I.E.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident in the
Persian Gulf, Bushire.

Shaikh of Kuwait's Date Gardens in Iraq.

Sir,

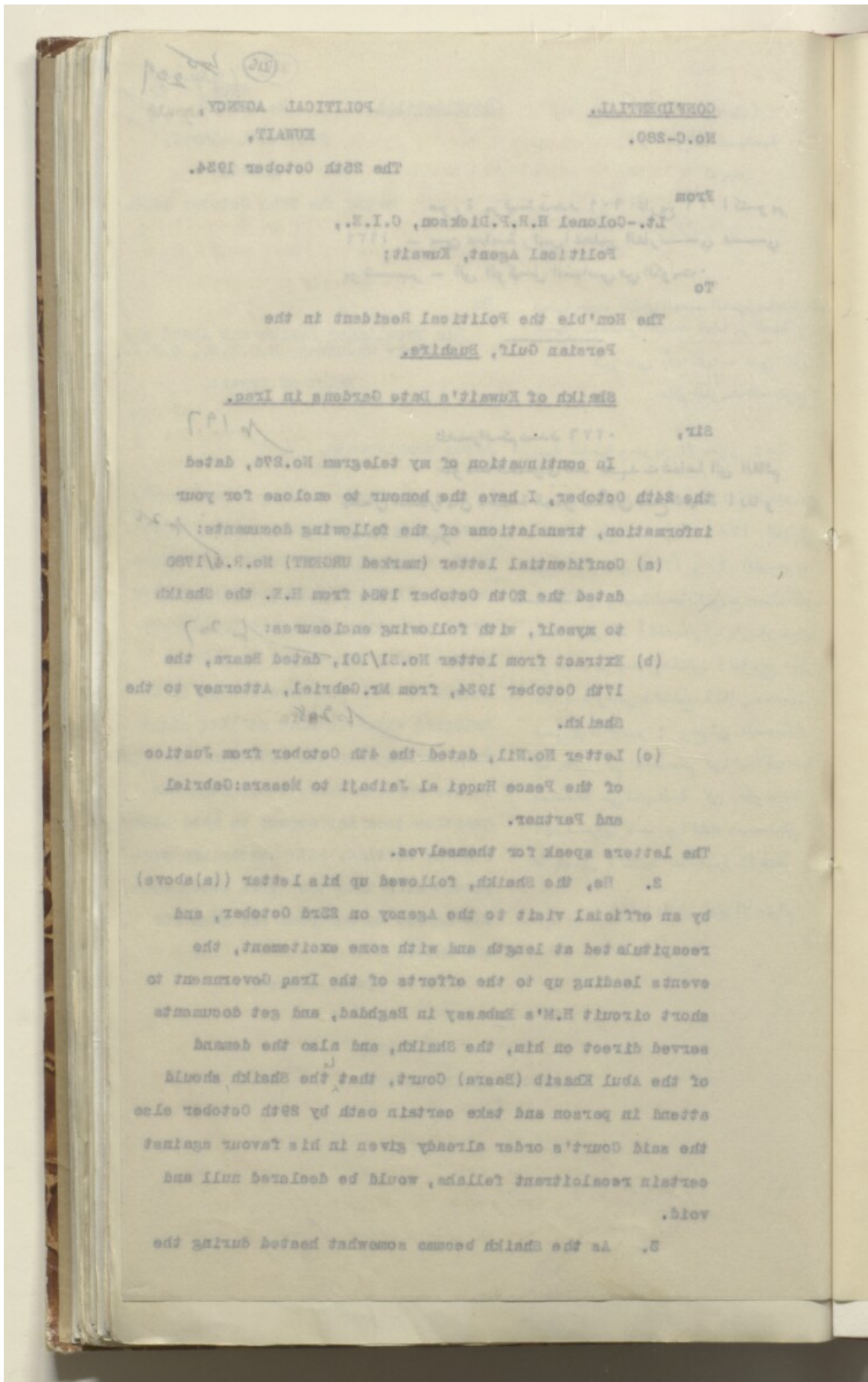
In continuation of my telegram No.276, dated
the 24th October, I have the honour to enclose for your
information, translations of the following documents: *197*

- (a) Confidential letter (marked URGENT) No.R.4/1780
dated the 20th October 1934 from H.E. the Shaikh
to myself, with following enclosures: *197*
- (b) Extract from letter No.S1/101, dated Basra, the
17th October 1934, from Mr.Gabriel, Attorney to the
Shaikh. *197*
- (c) Letter No.Nil, dated the 4th October from Justice
of the Peace Huqqi al Jaibaji to Messrs:Gabriel
and Partner. *197*

The letters speak for themselves.

2. He, the Shaikh, followed up his letter ((a)above)
by an official visit to the Agency on 23rd October, and
recapitulated at length and with some excitement, the
events leading up to the efforts of the Iraq Government to
short circuit H.M's Embassy in Baghdad, and get documents
served direct on him, the Shaikh, and also the demand
of the Abul Khasib (Basra) Court, that the Shaikh should
attend in person and take certain oath by 29th October else
the said Court's order already given in his favour against
certain recalcitrant fellahs, would be declared null and
void.

3. As the Shaikh became somewhat heated during the





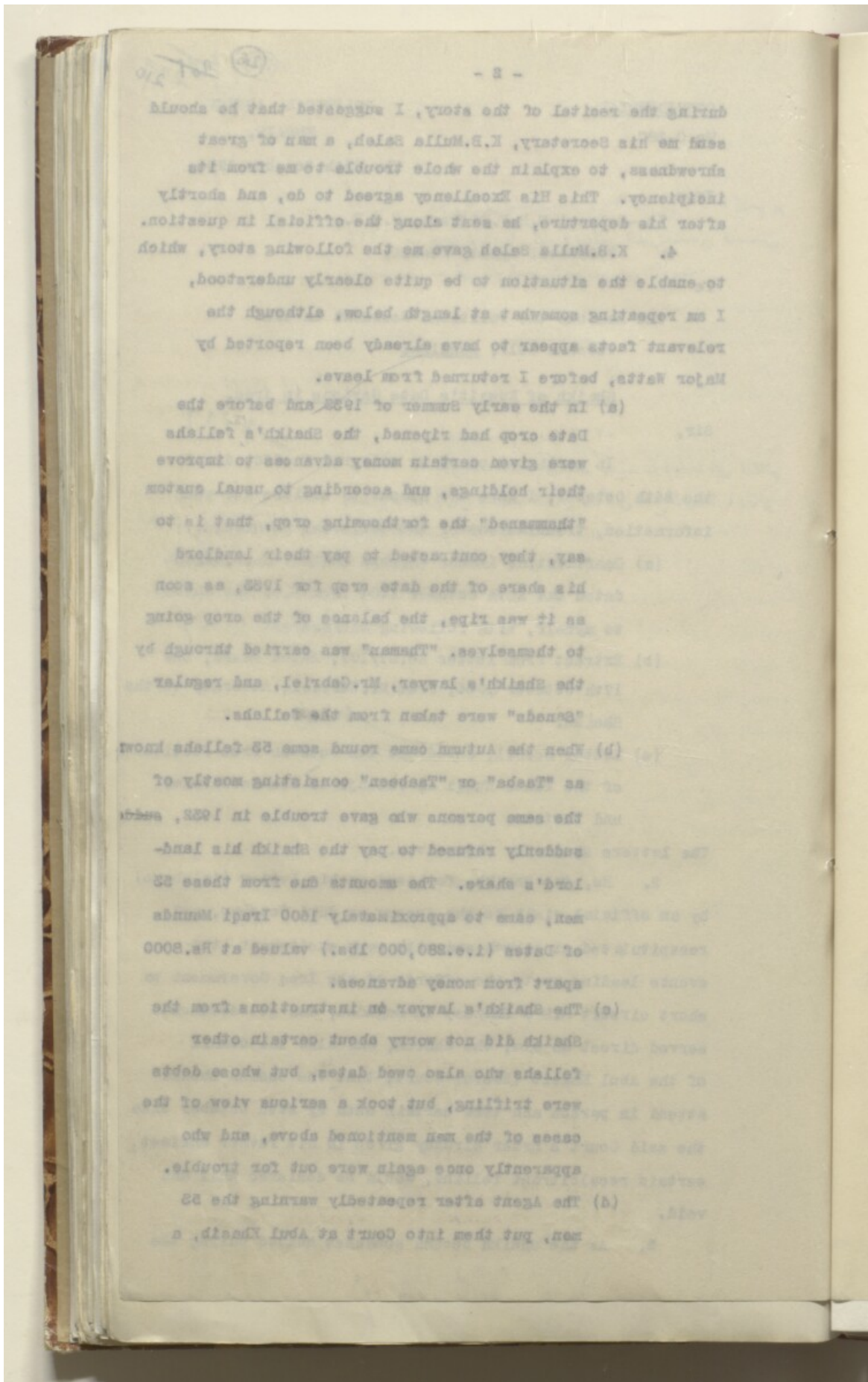
- 2 -

(216) 207 210

during the recital of the story, I suggested that he should send me his Secretary, K.B.Mulla Saleh, a man of great shrewdness, to explain the whole trouble to me from its incipency. This His Excellency agreed to do, and shortly after his departure, he sent along the official in question.

4. K.B.Mulla Saleh gave me the following story, which to enable the situation to be quite clearly understood, I am repeating somewhat at length below, although the relevant facts appear to have already been reported by Major Watts, before I returned from leave.

- (a) In the early Summer of 1933 and before the Date crop had ripened, the Shaikh's ^{fellahs} were given certain money advances to improve their holdings, and according to usual custom "thammaned" the forthcoming crop, that is to say, they contracted to pay their landlord his share of the date crop for 1933, as soon as it was ripe, the balance of the crop going to themselves. "Thaman" was carried through by the Shaikh's lawyer, Mr. Gabriel, and regular "Sanads" were taken from the fellahs.
- (b) When the Autumn came round some 53 fellahs known as "Taaba" or "Taabeen" consisting mostly of the same persons who gave trouble in 1932, suddenly refused to pay the Shaikh his landlord's share. The amounts due from these 53 men, came to approximately 1600 Iraqi Maunds of Dates (i.e. 280,000 lbs.) valued at Rs. 8000 apart from money advances.
- (c) The Shaikh's lawyer on instructions from the Shaikh did not worry about certain other fellahs who also owed dates, but whose debts were trifling, but took a serious view of the cases of the men mentioned above, and who apparently once again were out for trouble.
- (d) The Agent after repeatedly warning the 53 men, put them into Court at Abul Khasib, a



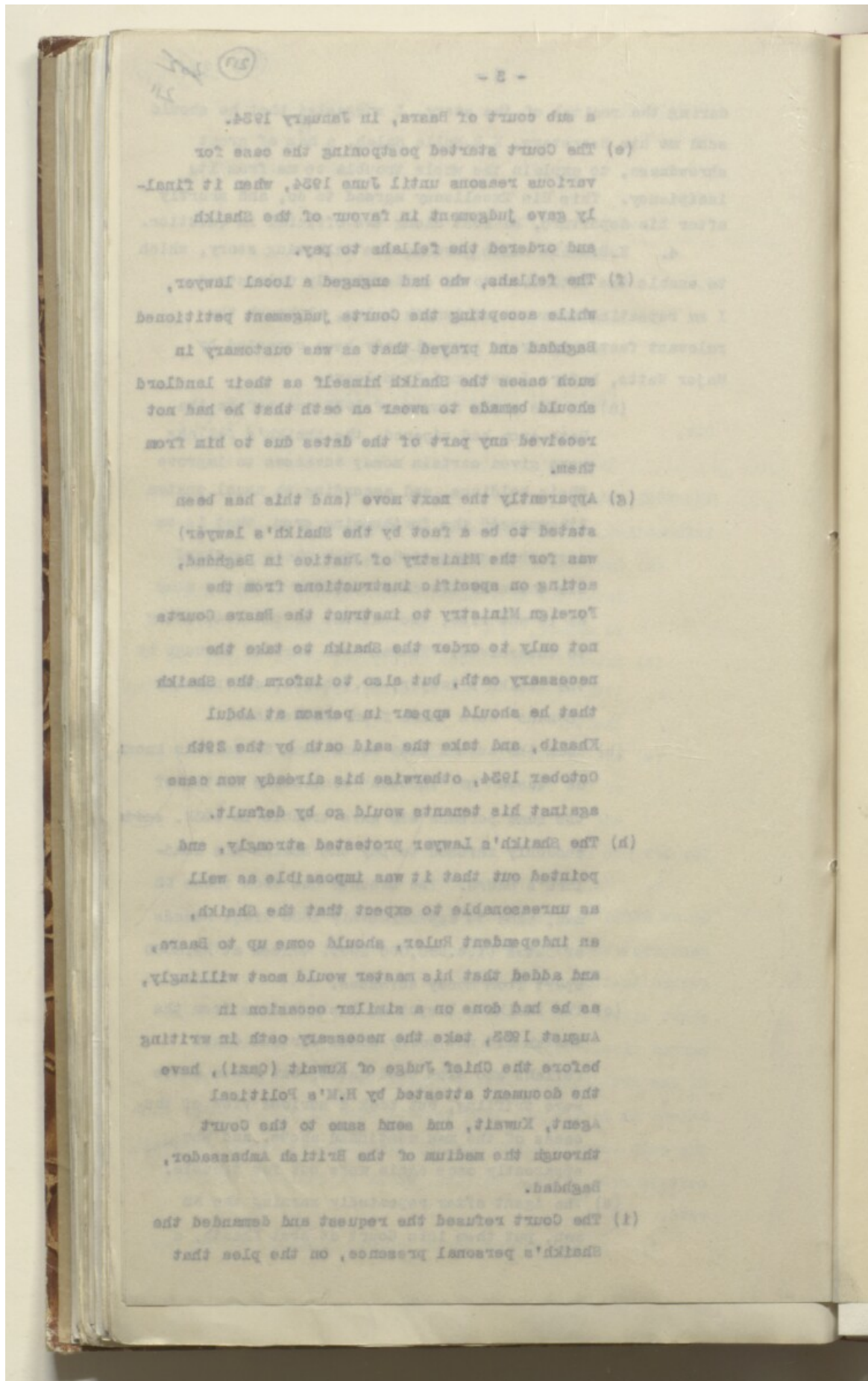


- 3 -

(27) 202
21

a sub court of Basra, in January 1934.

- (e) The Court started postponing the case for various reasons until June 1934, when it finally gave judgement in favour of the Shaikh and ordered the fellahs to pay.
- (f) The fellahs, who had engaged a local lawyer, while accepting the Courts judgement petitioned Baghdad and prayed that as was customary in such cases the Shaikh himself as their landlord should be made to swear an oath that he had not received any part of the dates due to him from them.
- (g) Apparently the next move (and this has been stated to be a fact by the Shaikh's lawyer) was for the Ministry of Justice in Baghdad, acting on specific instructions from the Foreign Ministry to instruct the Basra Courts not only to order the Shaikh to take the necessary oath, but also to inform the Shaikh that he should appear in person at Abdul Khasib, and take the said oath by the 29th October 1934, otherwise his already won case against his tenants would go by default.
- (h) The Shaikh's Lawyer protested strongly, and pointed out that it was impossible as well as unreasonable to expect that the Shaikh, an independent Ruler, should come up to Basra, and added that his master would most willingly, as he had done on a similar occasion in August 1933, take the necessary oath in writing before the Chief Judge of Kuwait (Qazi), have the document attested by H.M's Political Agent, Kuwait, and send same to the Court through the medium of the British Ambassador, Baghdad.
- (i) The Court refused the request and demanded the Shaikh's personal presence, on the plea that





- 4 -

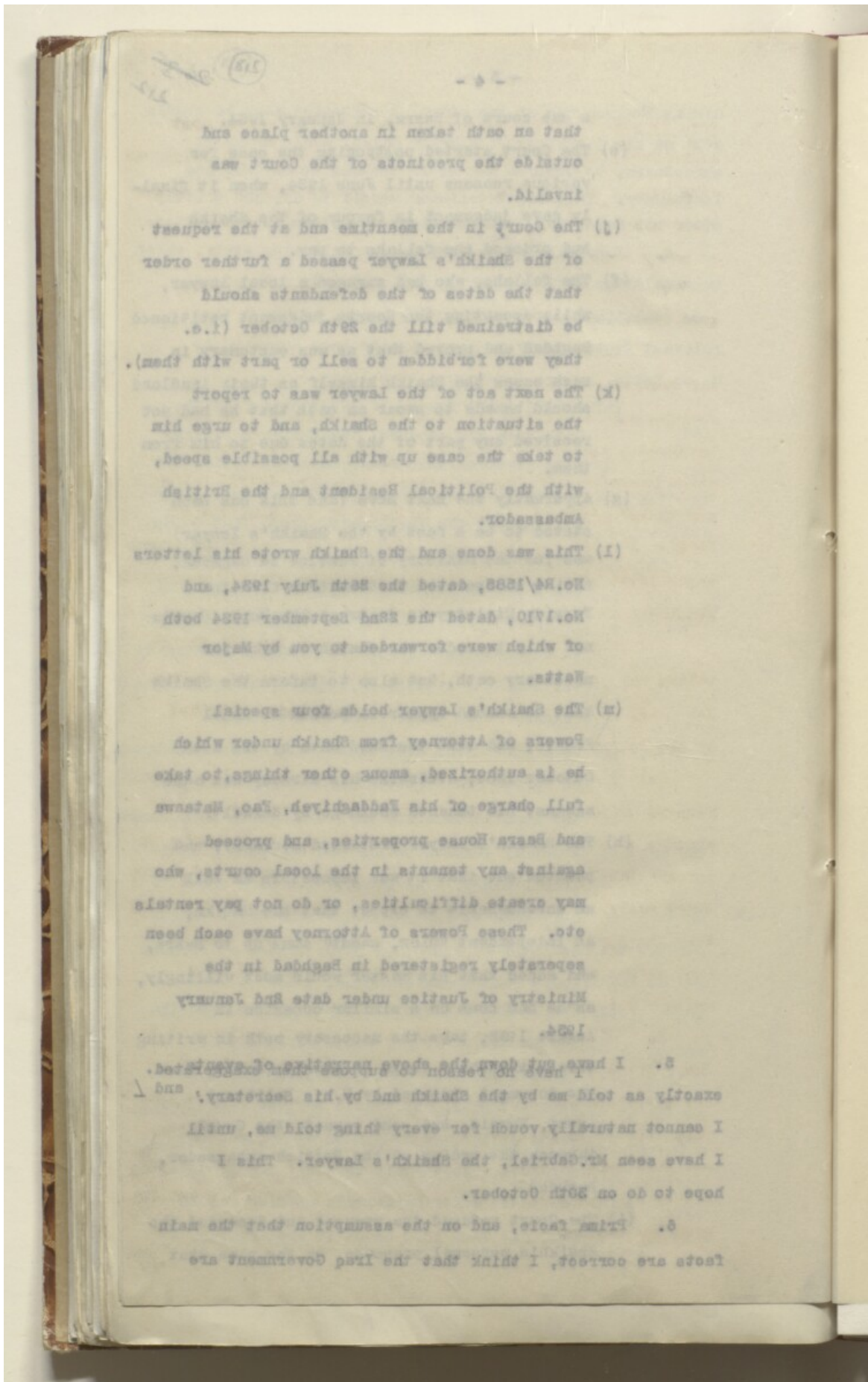
(218) 203
212

that an oath taken in another place and outside the precincts of the Court was invalid.

- (j) The Court in the meantime and at the request of the Shaikh's Lawyer passed a further order that the dates of the defendants should be distrained till the 29th October (i.e. they were forbidden to sell or part with them).
- (k) The next act of the Lawyer was to report the situation to the Shaikh, and to urge him to take the case up with all possible speed, with the Political Resident and the British Ambassador.
- (l) This was done and the Shaikh wrote his letters No.R4/1585, dated the 26th July 1934, and No.1710, dated the 22nd September 1934 both of which were forwarded to you by Major Watts.
- (m) The Shaikh's Lawyer holds four special Powers of Attorney from Shaikh under which he is authorized, among other things, to take full charge of his Faddaghiyah, Fao, Mataawa and Basra House properties, and proceed against any tenants in the local courts, who may create difficulties, or do not pay rentals etc. These Powers of Attorney have each been separately registered in Baghdad in the Ministry of Justice under date 2nd January 1934.

5. I have put down the above narrative of events. I have no reason to suppose them exaggerated. exactly as told me by the Shaikh and by his Secretary, and I cannot naturally vouch for every thing told me, until I have seen Mr. Gabriel, the Shaikh's Lawyer. This I hope to do on 30th October.

6. Prima facie, and on the assumption that the main facts are correct, I think that the Iraq Government are





- 5 -

(2A)

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are, to put it in the mildest possible way, showing most regrettable lack of courtesy towards a friendly and neighbour-ing ruler, who after all is acting in the only legal manner open to him, in his efforts to recover rental and advances of money from his tenants.

7. As far as I can see the Shaikh has a perfectly good case, and on the following grounds:

(a) He has in the past refused to agree to service of any documents on Kuwait subjects, issuing from the Iraq Courts, except through the British Ambassador. The Iraq Government accepted this point of view and for long have acted accordingly. Why then should the Iraq Courts suddenly start, and apparently at the instance of the Ministry of Foreign Affairs, try and short circuit the Embassy and upset established procedure in a matter concerning himself personally. The reply is pretty obvious, I think.

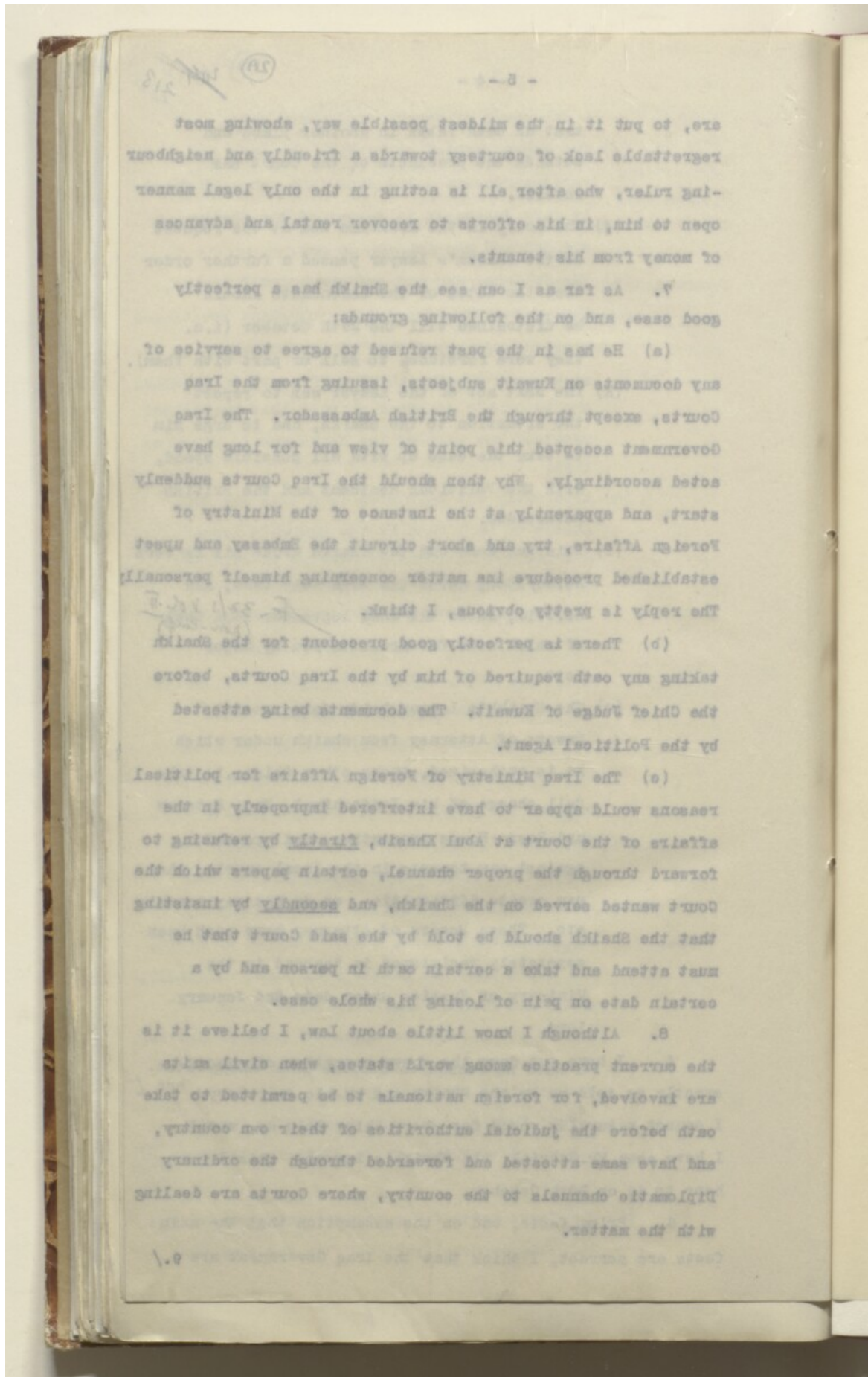
F-32/1 Vol. II
(non-conf)

(b) There is perfectly good precedent for the Shaikh taking any oath required of him by the Iraq Courts, before the Chief Judge of Kuwait. The documents being attested by the Political Agent.

(c) The Iraq Ministry of Foreign Affairs for political reasons would appear to have interfered improperly in the affairs of the Court at Abul Khasib, firstly by refusing to forward through the proper channel, certain papers which the Court wanted served on the Shaikh, and secondly by insisting that the Shaikh should be told by the said Court that he must attend and take a certain oath in person and by a certain date on pain of losing his whole case.

8. Although I know little about Law, I believe it is the current practice among world states, when civil suits are involved, for foreign nationals to be permitted to take oath before the judicial authorities of their own country, and have same attested and forwarded through the ordinary Diplomatic channels to the country, where Courts are dealing with the matter.

9./





- 6 -

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214

9. It clearly, I think, would be dangerous and unwise for the Shaikh to attend the Iraq Courts in person, even if he wished to do so in private capacity, seeing that questions of his property, in which His Majesty's Government are peculiarly and definitely interested, are involved, and I cannot but think that you will agree with this view.

I have the honour to be,

Sir,

Your most obedient servant,

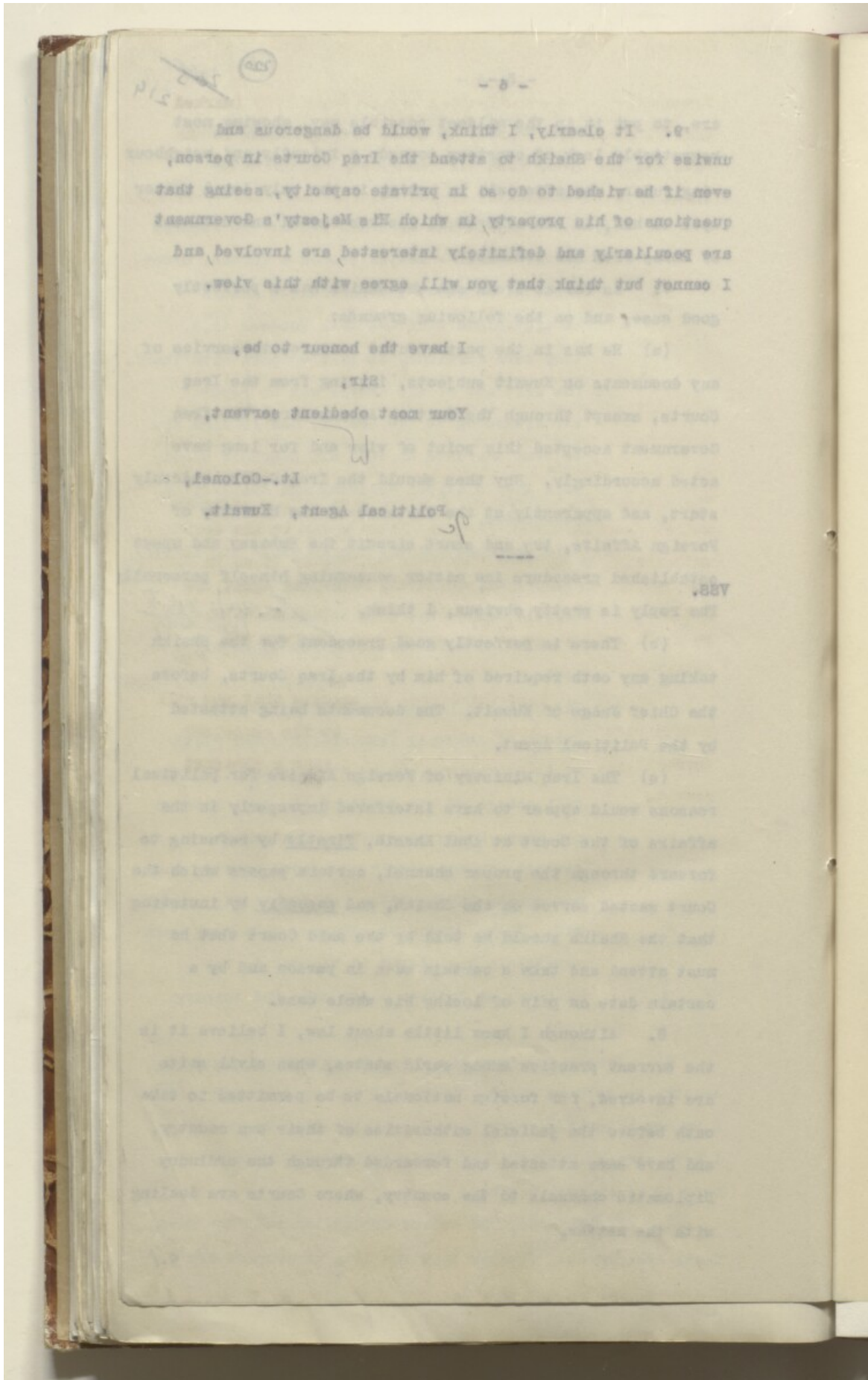
W

Lt.-Colonel,

Political Agent, Kuwait.

7c

VSS.





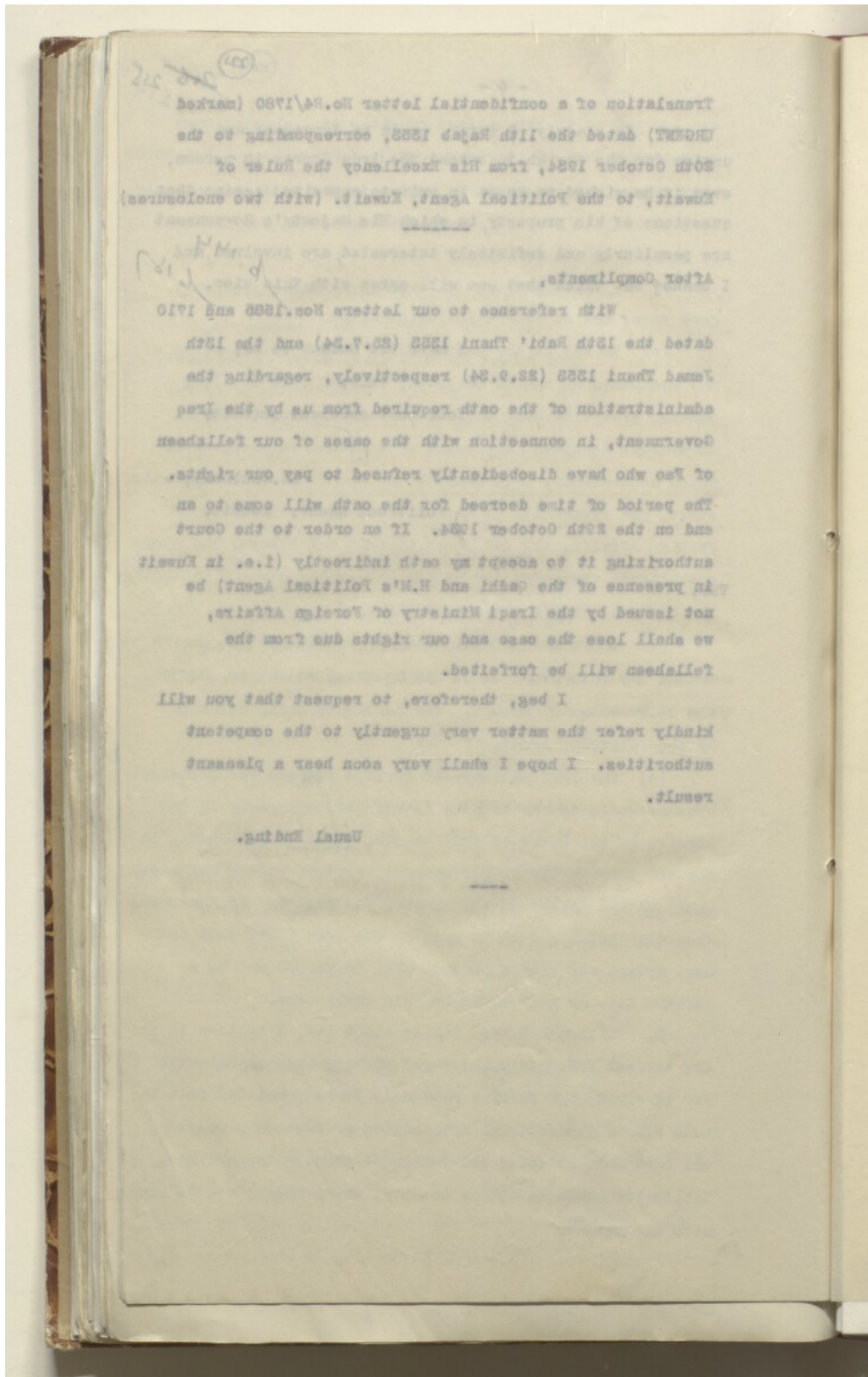
(221) 245 215
Translation of a confidential letter No.R4/1780 (marked URGENT) dated the 11th Rajab 1353, corresponding to the 20th October 1934, from His Excellency the Ruler of Kuwait, to the Political Agent, Kuwait. (with two enclosures)

After Compliments,

p. 144
p. 187
With reference to our letters Nos. 1585 and 1710 dated the 13th Rabi' Thani 1353 (25.7.34) and the 13th Jamad Thani 1353 (22.9.34) respectively, regarding the administration of the oath required from us by the Iraq Government, in connection with the cases of our fellaheen of Fao who have disobeyedly refused to pay our rights. The period of time decreed for the oath will come to an end on the 29th October 1934. If an order to the Court authorizing it to accept my oath indirectly (i.e. in Kuwait in presence of the Qadhi and H.M's Political Agent) be not issued by the Iraqi Ministry of Foreign Affairs, we shall lose the case and our rights due from the fellaheen will be forfeited.

I beg, therefore, to request that you will kindly refer the matter very urgently to the competent authorities. I hope I shall very soon hear a pleasant result.

Usual Ending.





(222) 207/216

Translation of an extract from a letter No.S.1/101, dated Basra the 17th October 1934, received by His Excellency the Ruler of Kuwait, from his Attorney at Basra (Mr.Gabriel).

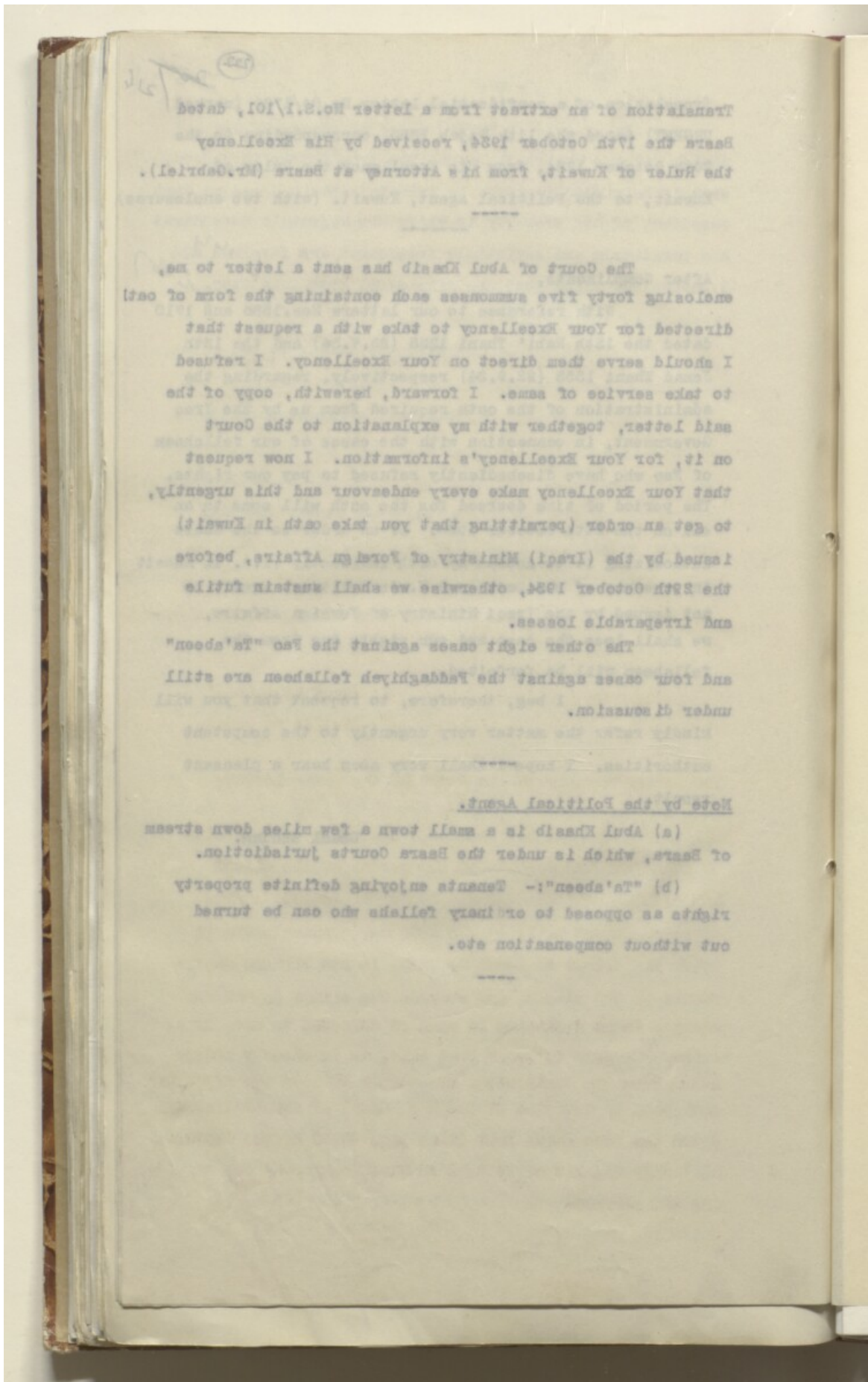
The Court of Abul Khasib has sent a letter to me, enclosing forty five summonses each containing the form of oath directed for Your Excellency to take with a request that I should serve them direct on Your Excellency. I refused to take service of same. I forward, herewith, copy of the said letter, together with my explanation to the Court on it, for Your Excellency's information. I now request that Your Excellency make every endeavour and this urgently, to get an order (permitting that you take oath in Kuwait) issued by the (Iraqi) Ministry of Foreign Affairs, before the 29th October 1934, otherwise we shall sustain futile and irreparable losses.

The other eight cases against the Fao "Ta'abeen" and four cases against the Faddaghiyeh fellaheen are still under discussion.

Note by the Political Agent.

(a) Abul Khasib is a small town a few miles down stream of Basra, which is under the Basra Courts jurisdiction.

(b) "Ta'abeen":- Tenants enjoying definite property rights as opposed to ordinary fellahs who can be turned out without compensation etc.





TRANSLATION.

No. Nil.

To

The Lawyer Agoob Eff. (Mr. Gabriel).

Dated the 25th Jamad Thani 1353
(corresponding to 4th Oct. 1934).

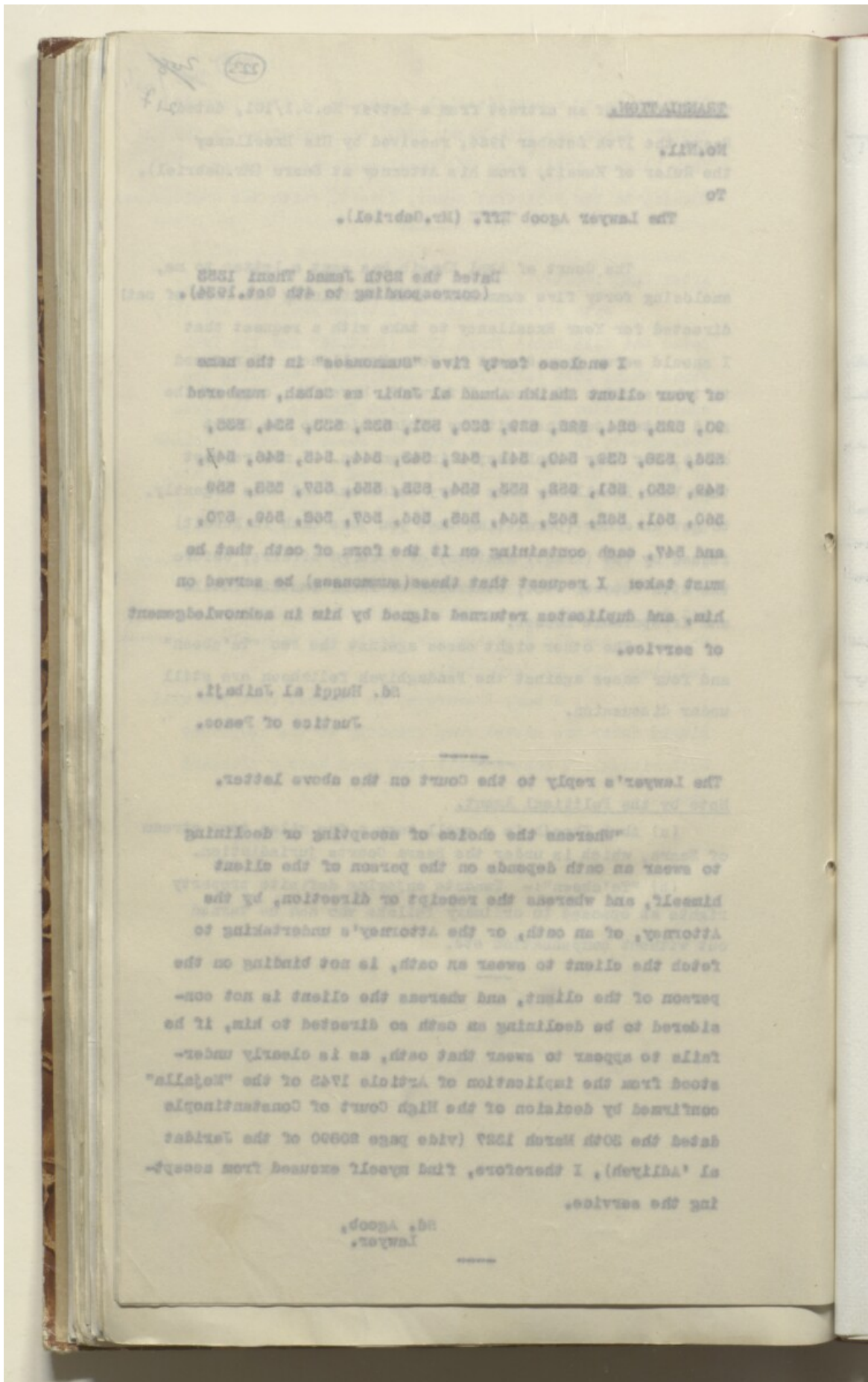
I enclose forty five "Summonses" in the name of your client Shaikh Ahmad al Jabir as Sabah, numbered 90, 523, 524, 525, 529, 530, 531, 532, 533, 534, 535, 536, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, and 547, each containing on it the form of oath that he must take: I request that these (summonses) be served on him, and duplicates returned signed by him in acknowledgement of service.

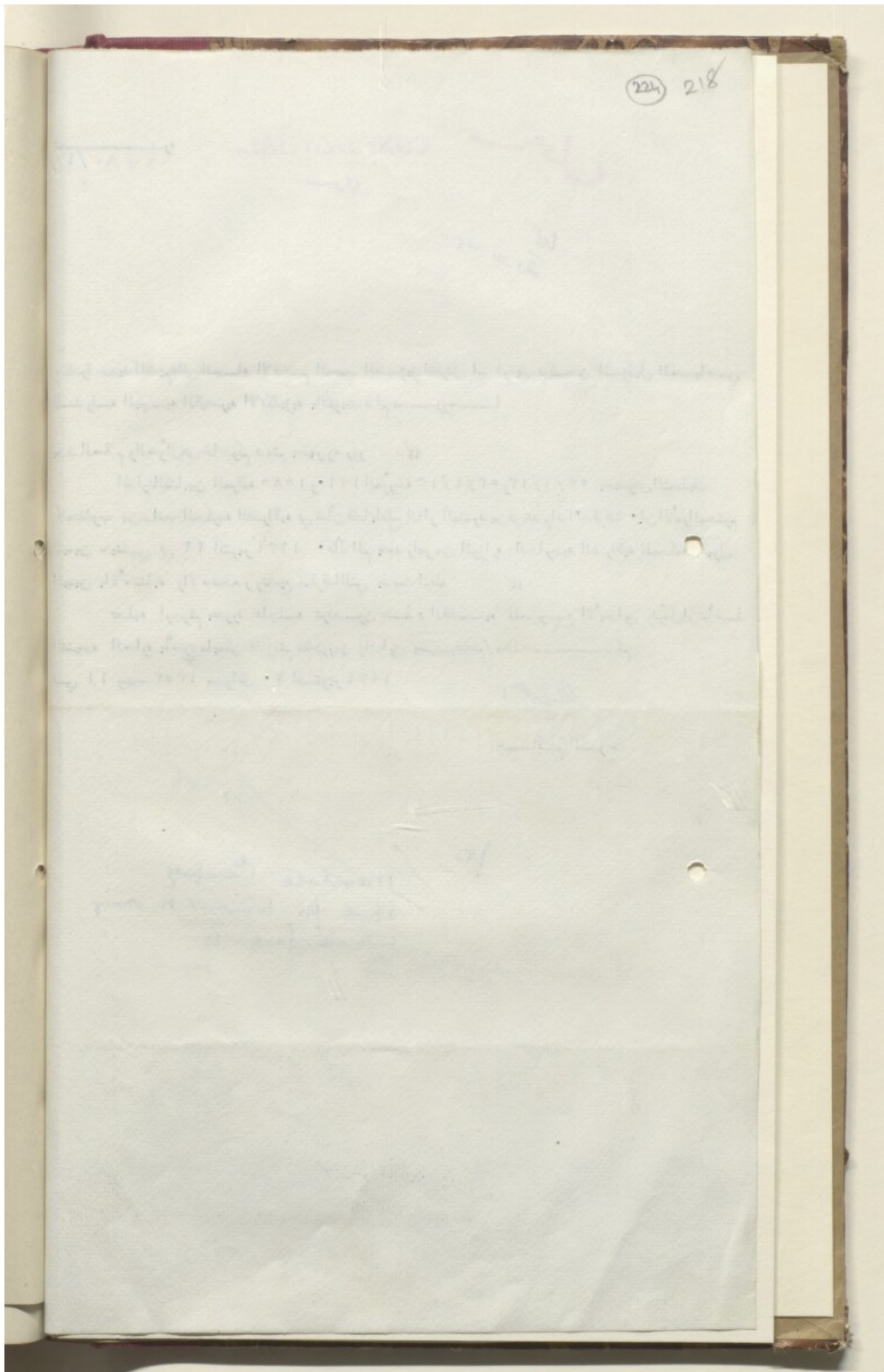
Sd. Huqqi al Jaibaji.
Justice of Peace.

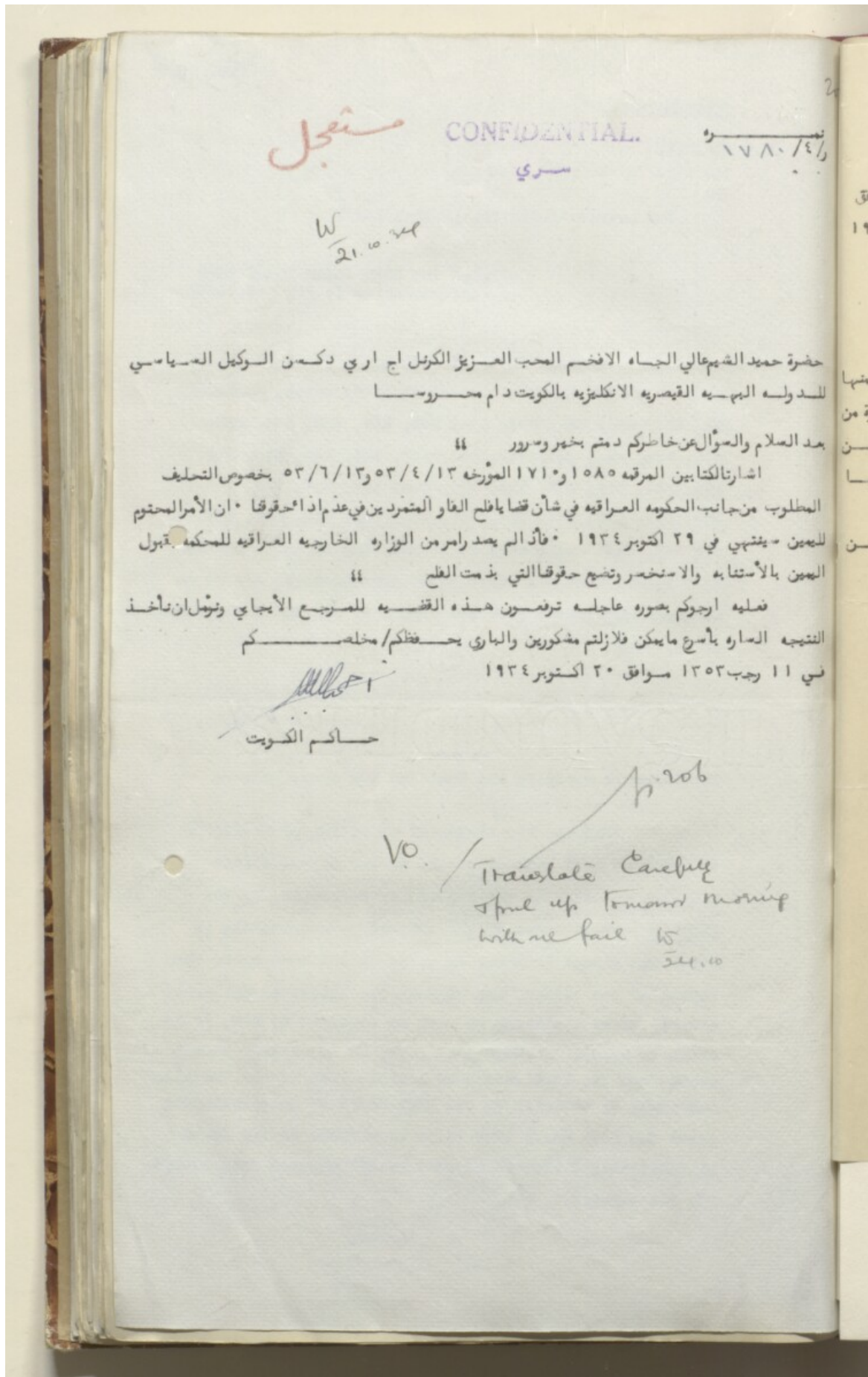
The Lawyer's reply to the Court on the above letter.

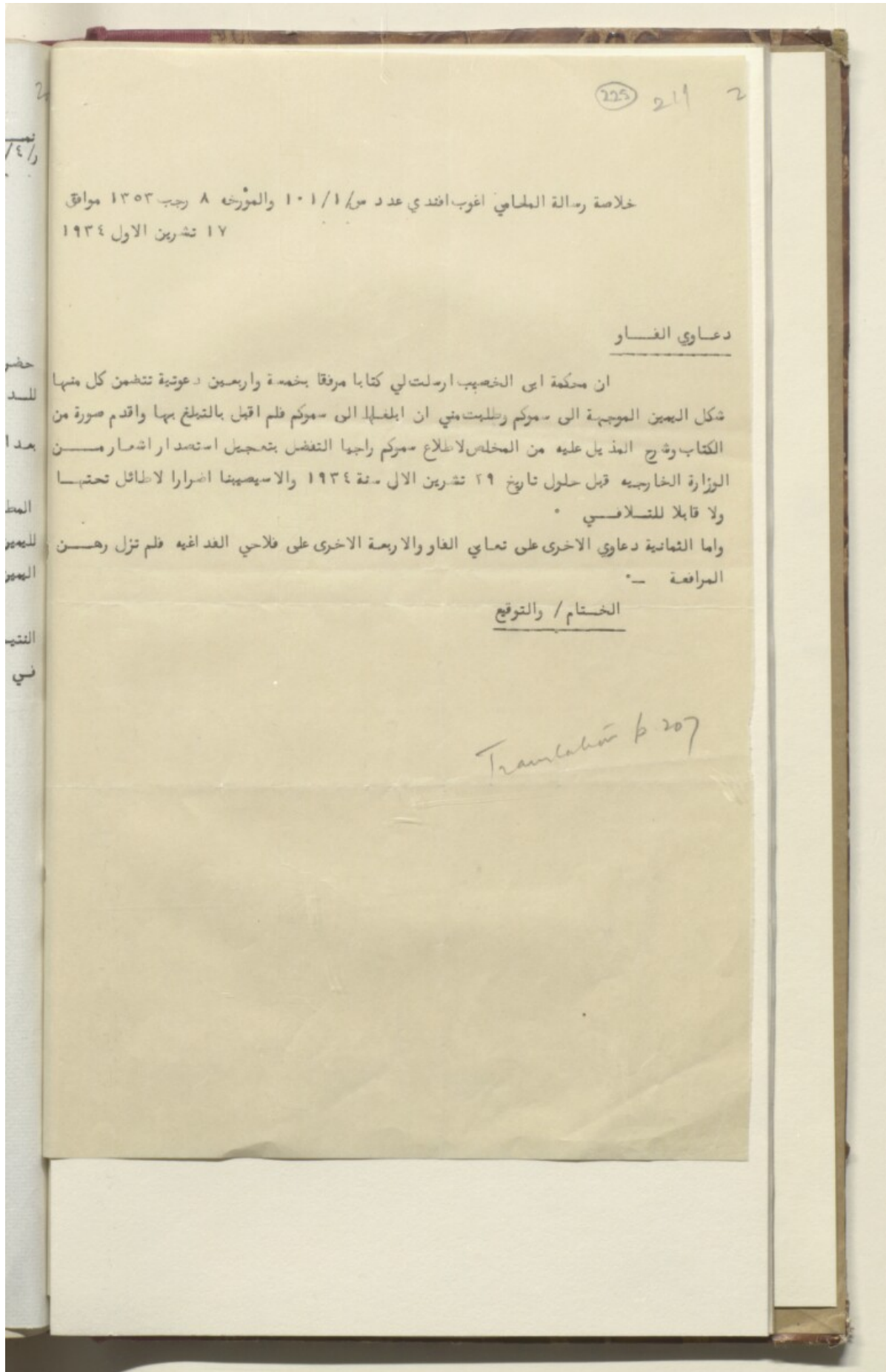
"Whereas the choice of accepting or declining to swear an oath depends on the person of the client himself, and whereas the receipt or direction, by the Attorney, of an oath, or the Attorney's undertaking to fetch the client to swear an oath, is not binding on the person of the client, and whereas the client is not considered to be declining an oath so directed to him, if he fails to appear to swear that oath, as is clearly understood from the implication of Article 1745 of the "Mejalla" confirmed by decision of the High Court of Constantinople dated the 30th March 1327 (vide page 20890 of the Jaridat al 'Adliyah), I therefore, find myself excused from accepting the service.

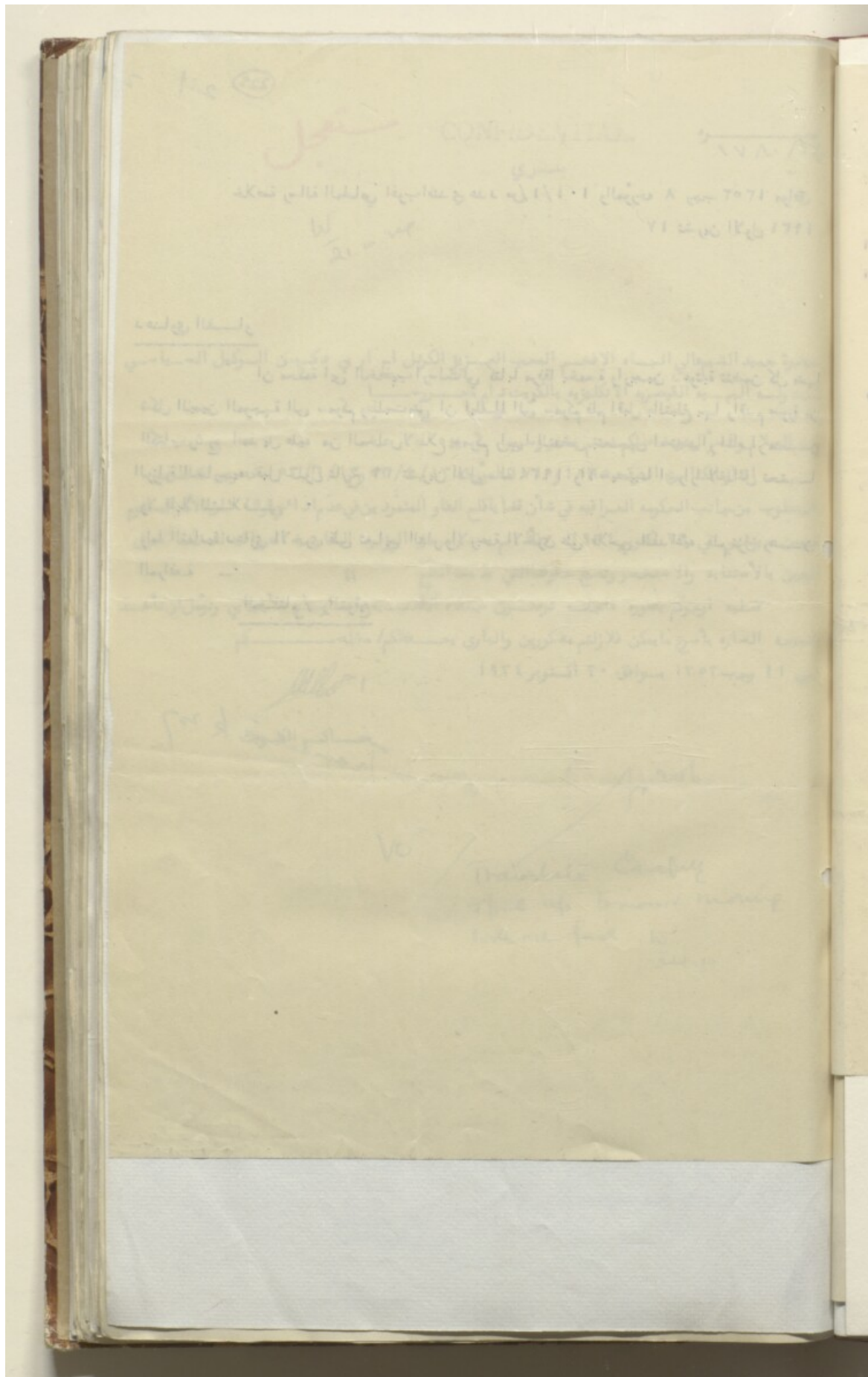
Sd. Agoob,
Lawyer.

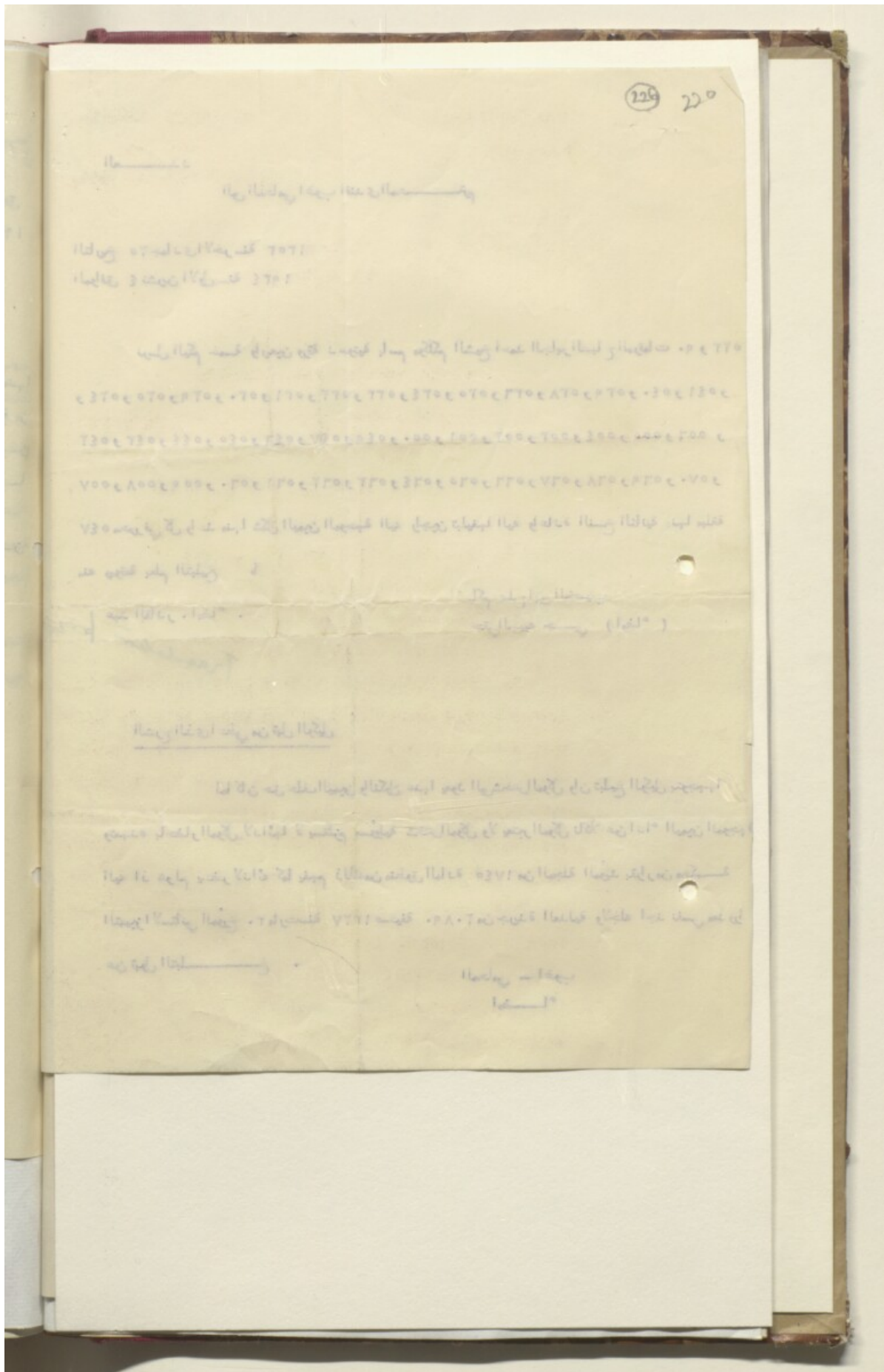














CONFIDENTIAL.

No.C-281.

POLITICAL AGENCY,

KUWAIT,

The 26th October 1934.

From

Lt.-Colonel H.R.P. Dickson, C.I.E.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, Bushire.

Shaikh of Kuwait's Date Gardens in Iraq.

Sir,

In continuation of my Confidential Despatch
No.C.280, dated the 25th October 1934, I have the honour to
forward translation of a Confidential Letter

No.S.1/104, dated the 23rd October 1934, from
Mr. Gabriel to His Excellency the Shaikh, together
with two enclosures (Mulhaqs).

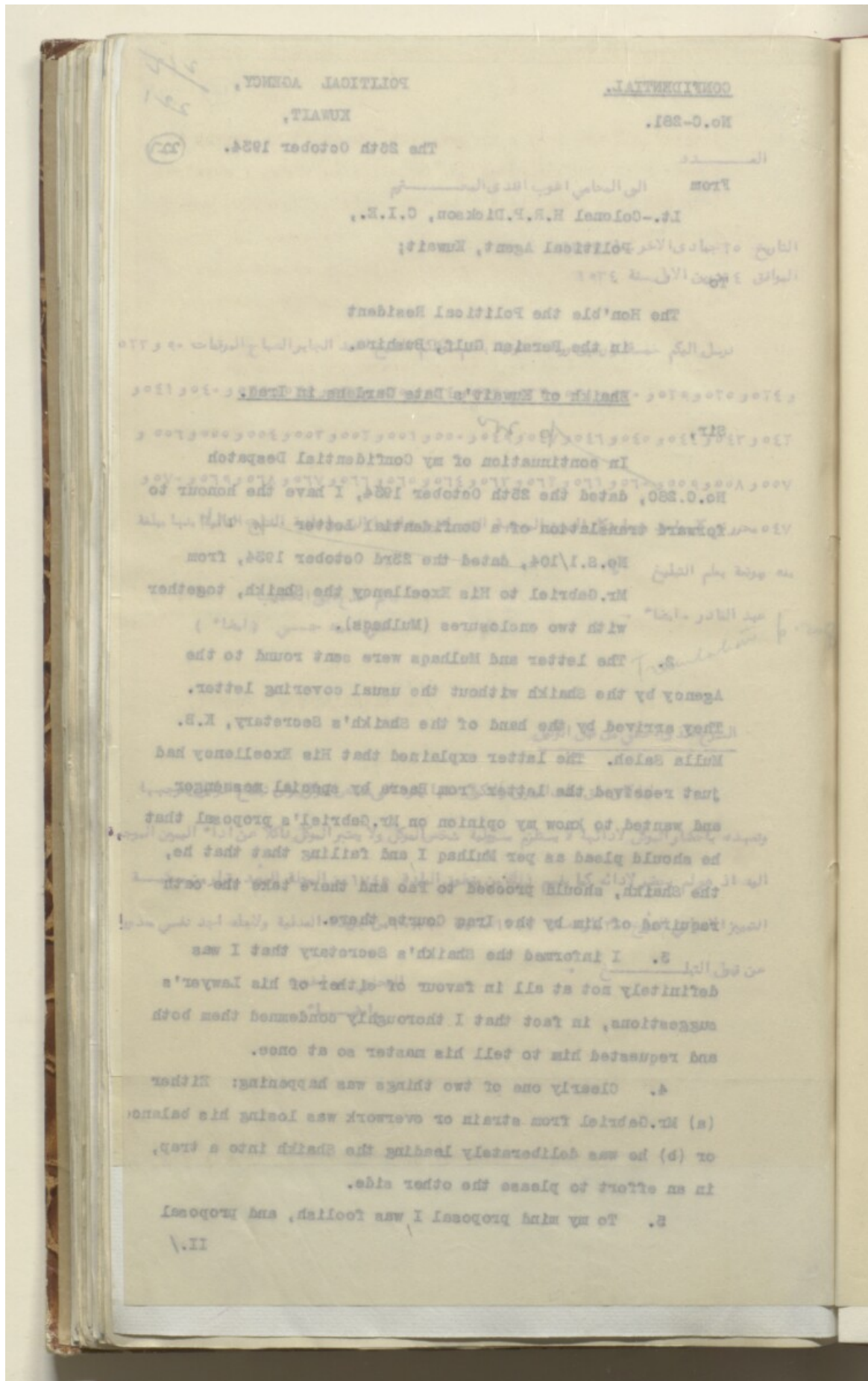
2. The letter and Mulhaqs were sent round to the
Agency by the Shaikh without the usual covering letter.
They arrived by the hand of the Shaikh's Secretary, K.B.
Mulla Saleh. The latter explained that His Excellency had
just received the letter from Basra by special messenger
and wanted to know my opinion on Mr. Gabriel's proposal that
he should plead as per Mulhaq I and failing that that he,
the Shaikh, should proceed to Fao and there take the oath
required of him by the Iraq Courts there.

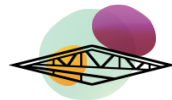
3. I informed the Shaikh's Secretary that I was
definitely not at all in favour of either of his Lawyer's
suggestions, in fact that I thoroughly condemned them both
and requested him to tell his master so at once.

4. Clearly one of two things was happening: Either
(a) Mr. Gabriel from strain or overwork was losing his balance
or (b) he was deliberately leading the Shaikh into a trap,
in an effort to please the other side.

5. To my mind proposal I was foolish, and proposal

II./





- 2 -

(228)

2/3
222

proposal II was even more so seeing that if the Shaikh in a moment of panic adopted it, he would be playing straight into the Iraq Government's hands. This quite apart from going behind the back of His Majesty's Government.

6. I saw His Excellency the Shaikh myself later in the day, and he at once rushed forward and thanked me for my advice as sent through his Secretary. He laughingly said that he had himself never dreamed of acting on his Lawyer's suggestion, but had merely desired to know if my views were the same as his. He was glad to know that they were.

I have the honour to be,

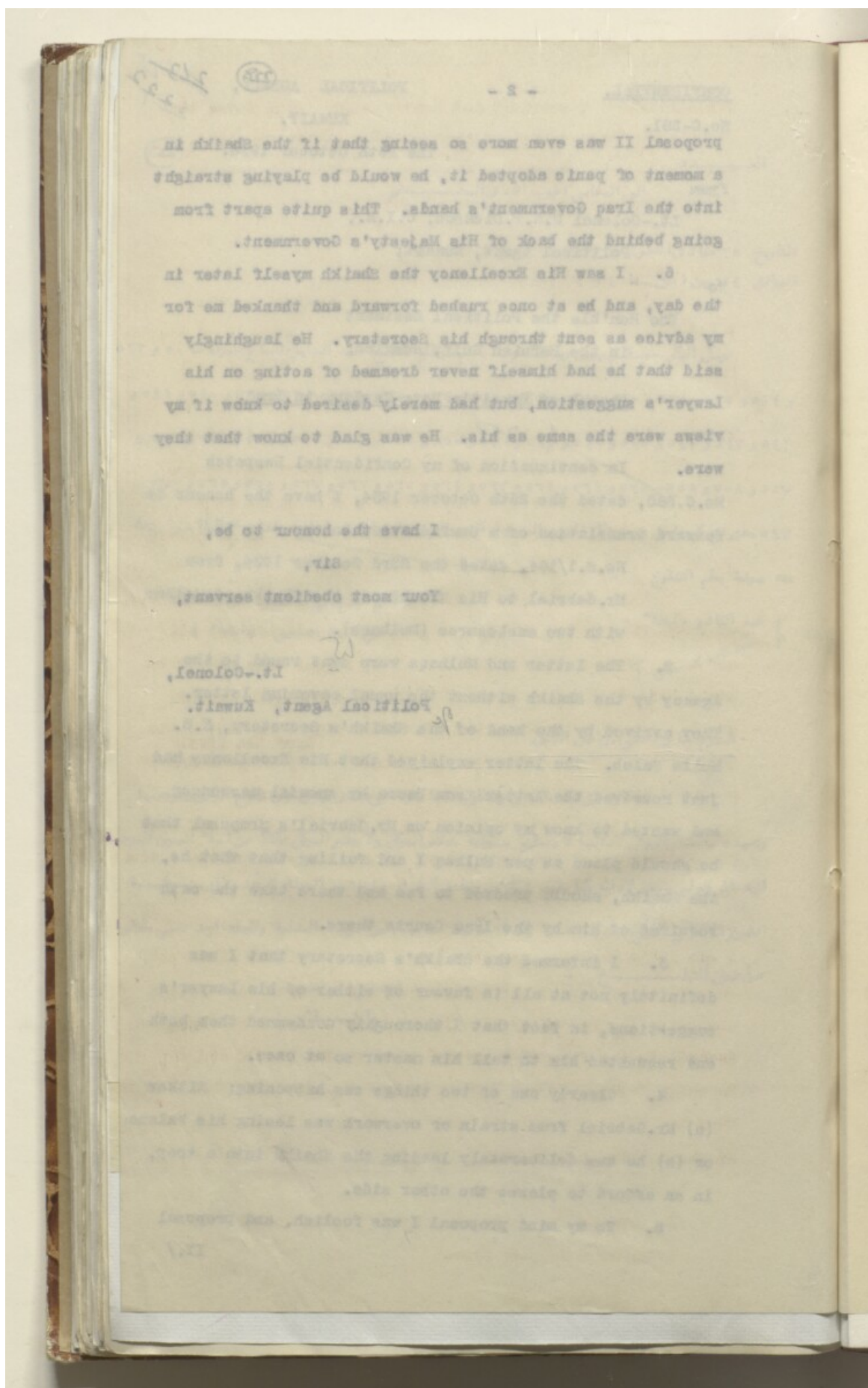
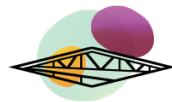
Sir,

Your most obedient servant,

W

Lt.-Colonel,

Political Agent, Kuwait.





(229) 24228

Translation of a confidential letter No.8-1/104, dated the 14th Rajab 1353, corresponding to the 23rd October 1934, received by His Excellency the Ruler of Kuwait, from his Lawyer, Mr. Agoob Gabriel, Basra.

After Compliments,

No intimation has as yet been received by the Justice of Peace, Abul-Khasi Court, of the agreement of the Ministry of Foreign Affairs to the administration of oath on Your Excellency indirectly through the British Consul at Kuwait. I am afraid intimation will be delayed and the Court will consequently dismiss our cases which number 53. This, as Your Excellency is well aware, will cause very heavy loss of a financial and prestige nature, and of course all kinds of evil consequences will follow.

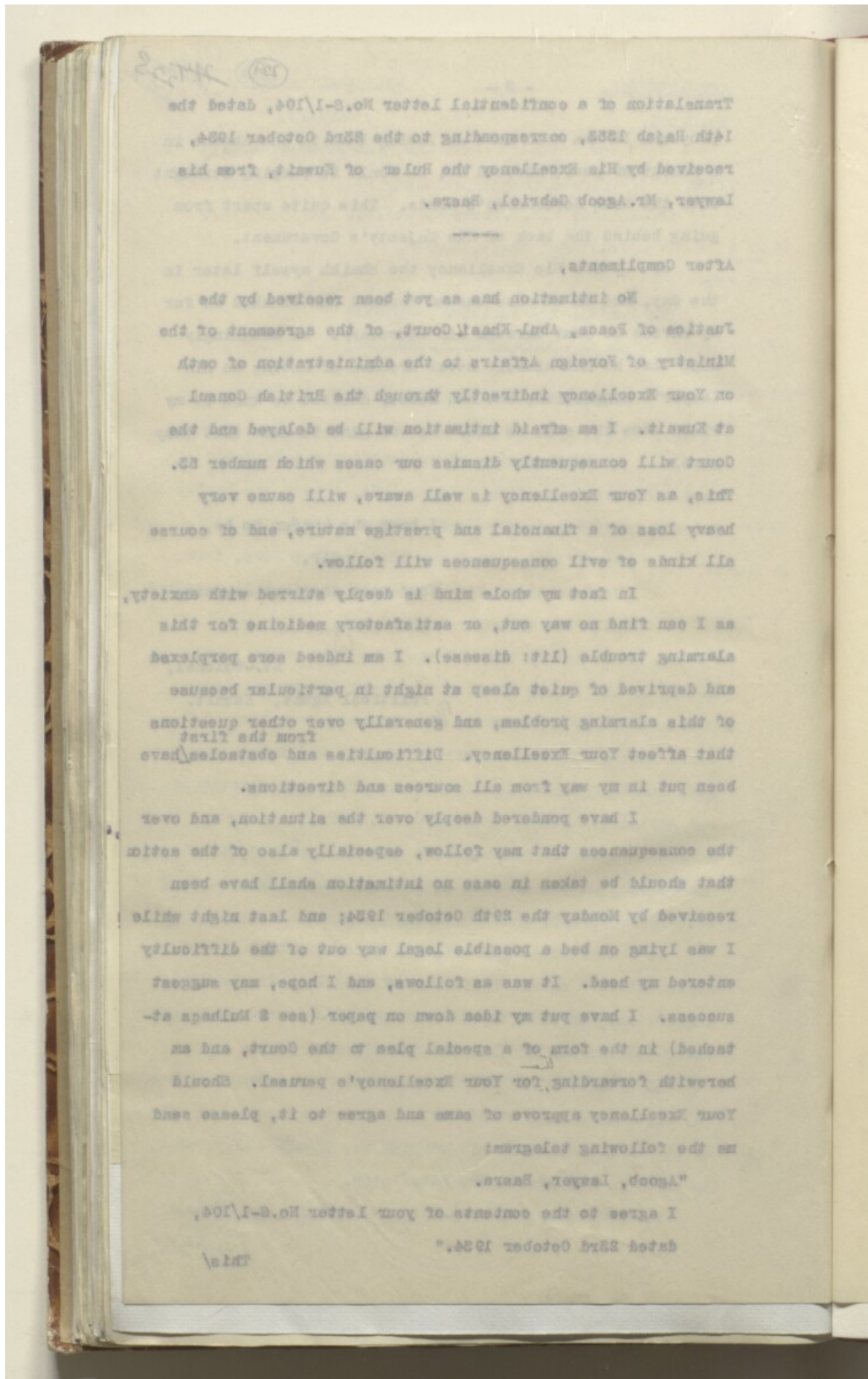
In fact my whole mind is deeply stirred with anxiety, as I can find no way out, or satisfactory medicine for this alarming trouble (lit: disease). I am indeed sore perplexed and deprived of quiet sleep at night in particular because of this alarming problem, and generally over other questions that affect Your Excellency. Difficulties and obstacles ^{from the first} have been put in my way from all sources and directions.

I have pondered deeply over the situation, and over the consequences that may follow, especially also of the action that should be taken in case no intimation shall have been received by Monday the 29th October 1934; and last night while I was lying on bed a possible legal way out of the difficulty entered my head. It was as follows, and I hope, may suggest success. I have put my idea down on paper (see 2 Mulhaqs attached) in the form of a special plea to the Court, and am herewith forwarding ^{it} for Your Excellency's perusal. Should Your Excellency approve of same and agree to it, please send me the following telegram:

"Agoob, Lawyer, Basra.

I agree to the contents of your letter No.8-1/104, dated 23rd October 1934."

This/





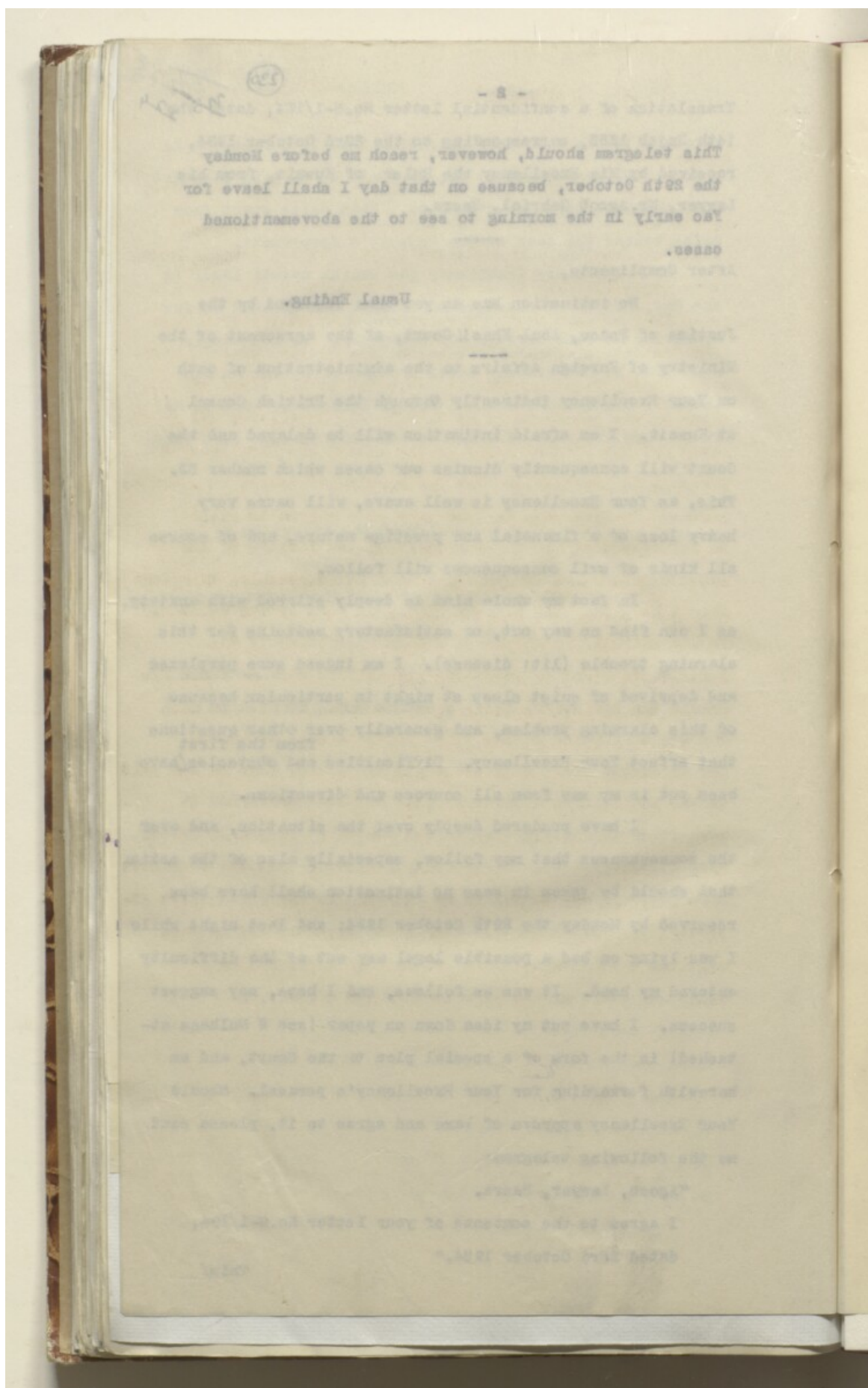
- 2 -

(230)

225 224

This telegram should, however, reach me before Monday the 29th October, because on that day I shall leave for Fao early in the morning to see to the abovementioned cases.

Usual Ending.





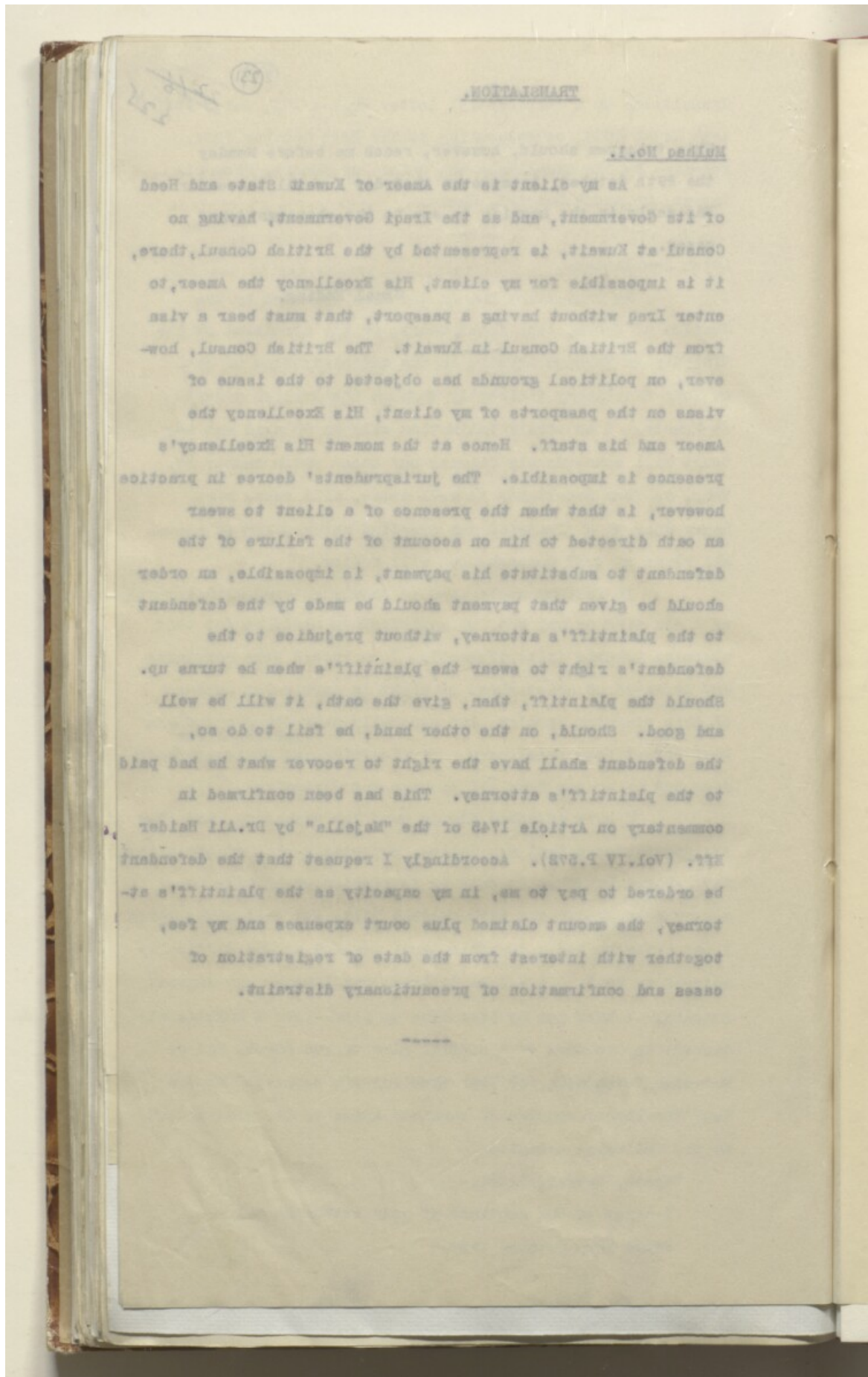
TRANSLATION.

(231)

2/6
225

Mulhaq No.1.

As my client is the Ameer of Kuwait State and Head of its Government, and as the Iraqi Government, having no Consul at Kuwait, is represented by the British Consul, there, it is impossible for my client, His Excellency the Ameer, to enter Iraq without having a passport, that must bear a visa from the British Consul in Kuwait. The British Consul, however, on political grounds has objected to the issue of visas on the passports of my client, His Excellency the Ameer and his staff. Hence at the moment His Excellency's presence is impossible. The jurists' decree in practice however, is that when the presence of a client to swear an oath directed to him on account of the failure of the defendant to substitute his payment, is impossible, an order should be given that payment should be made by the defendant to the plaintiff's attorney, without prejudice to the defendant's right to swear the plaintiff's when he turns up. Should the plaintiff, then, give the oath, it will be well and good. Should, on the other hand, he fail to do so, the defendant shall have the right to recover what he had paid to the plaintiff's attorney. This has been confirmed in commentary on Article 1745 of the "Majella" by Dr. Ali Haider Eff. (Vol. IV P. 572). Accordingly I request that the defendant be ordered to pay to me, in my capacity as the plaintiff's attorney, the amount claimed plus court expenses and my fee, together with interest from the date of registration of cases and confirmation of precautionary distraint.





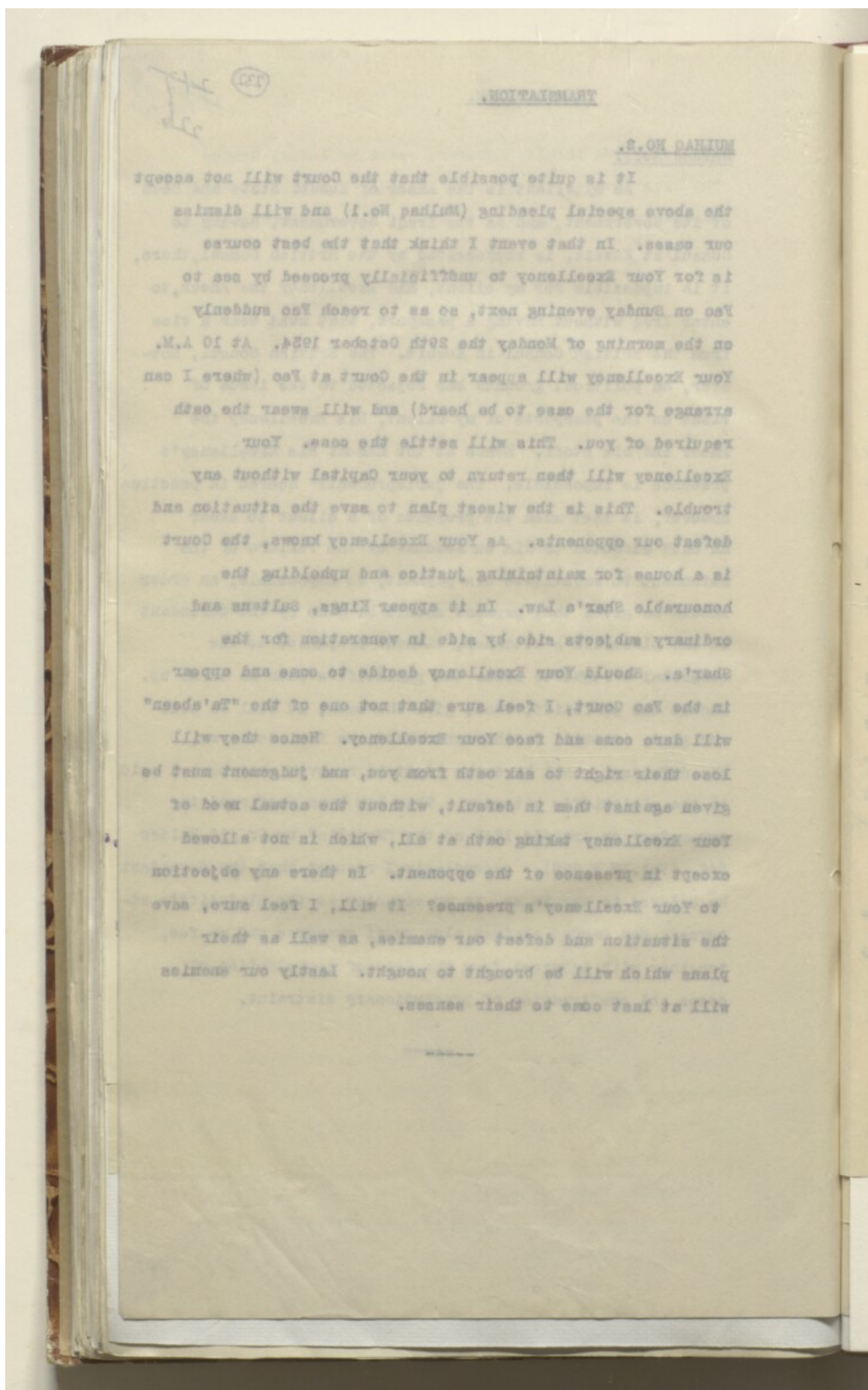
TRANSLATION.

232

247
226

MULHAQ NO.2.

It is quite possible that the Court will not accept the above special pleading (Mulhaq No.1) and will dismiss our cases. In that event I think that the best course is for Your Excellency to unofficially proceed by sea to Fao on Sunday evening next, so as to reach Fao suddenly on the morning of Monday the 29th October 1934. At 10 A.M. Your Excellency will appear in the Court at Fao (where I can arrange for the case to be heard) and will swear the oath required of you. This will settle the case. Your Excellency will then return to your Capital without any trouble. This is the wisest plan to save the situation and defeat our opponents. As Your Excellency knows, the Court is a house for maintaining justice and upholding the honourable Shar'a Law. In it appear Kings, Sultans and ordinary subjects side by side in veneration for the Shar'a. Should Your Excellency decide to come and appear in the Fao Court, I feel sure that not one of the "Ta'abeen" will dare come and face Your Excellency. Hence they will lose their right to ask oath from you, and judgement must be given against them in default, without the actual need of Your Excellency taking oath at all, which is not allowed except in presence of the opponent. Is there any objection to Your Excellency's presence? It will, I feel sure, save the situation and defeat our enemies, as well as their plans which will be brought to nought. Lastly our enemies will at last come to their senses.



View on the Qatar Digital Library: http://www.qdl.qa/en/archive/81055/vdc_100044703646.0x000047



محمدي اغيوب

بصره

سرى للفيايه

١٤١٠ رجب ١٣٥٣ موافق ٢٣ تشرين الاول ١٩٣٤

عدد
١٠٤ / من / ١

بعد التحية -

لم يرد حتى الآن اشعار الى حاكم محكمة ابى الخصيب بقبول وزارة العدل له
بتبليغ وتحليف سموكم بالاستئناف بواسطة القنصل البريطاني في الكويت واخشى ان يتاخر الاشعار
وتحكم المحكمة برد دعاوتنا وعددها ثلاث وخمسين ولا يخفى سموكم ما سبب ذلك من الاضرار
الجسيمه الماديه والمعنويه والنتائج الوخيمه -

في الحقيقه افكارى قلقه وانى في حيرة وقد تعسر علي الدوا لهذا السدا
الخطروقد فقدت حتى النوم الهادى في الليالي من حرا هذه المسئلة الخطرة خاصة والى اهل
الاخرى عامة وقد حاوطتني المشاكل والمصاعب من كل صوب وحذب -

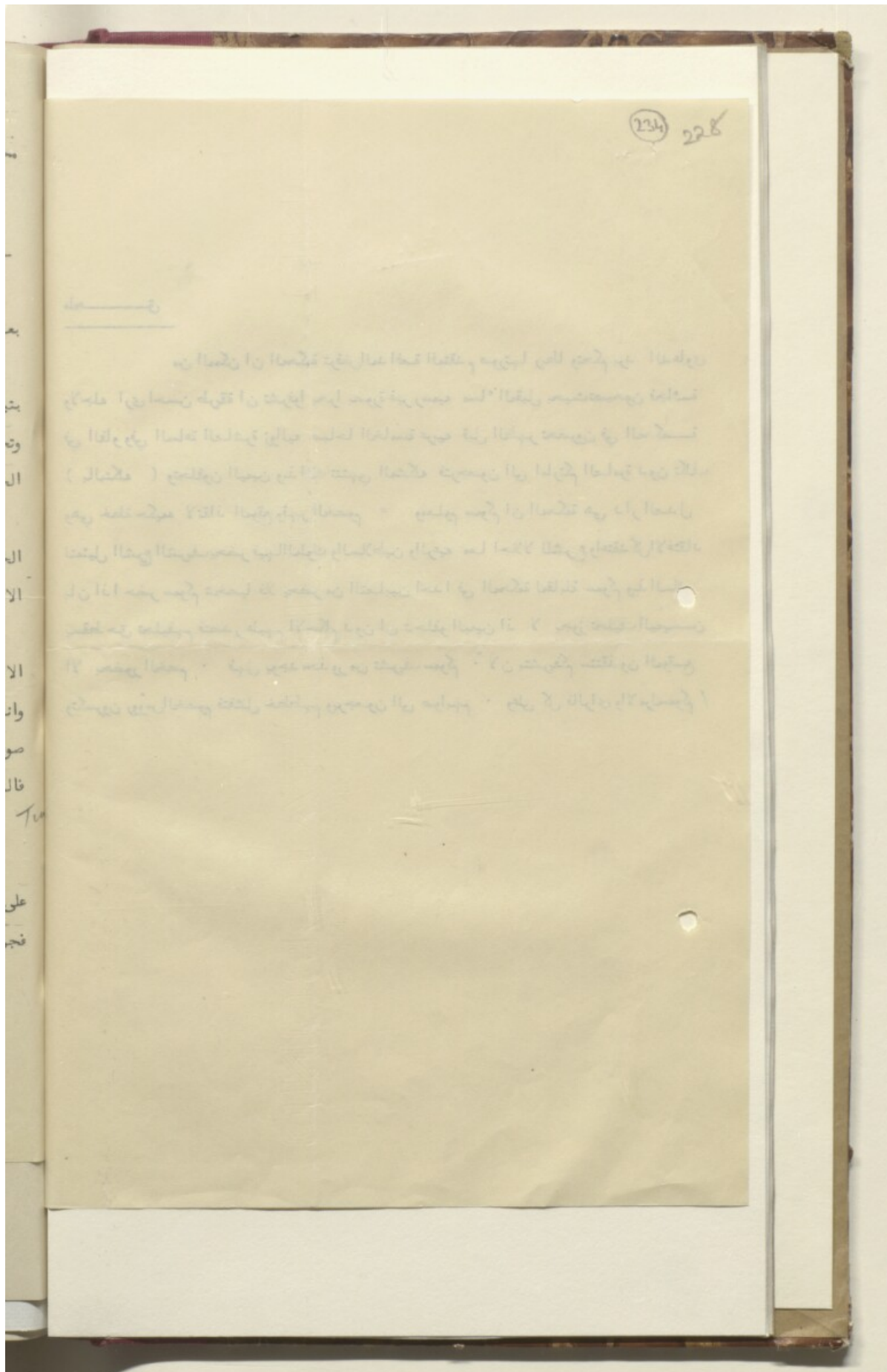
لقد فكرت طويلا في الصبر وما يجب العمل فيما اذا لم يرد الاشعار حتى يوم
الاثنين المصادف ٢٠ رجب سنة ١٣٥٣ الموافق ٢٩ أكتوبر سنة ١٩٣٤ اذ خطر على بالسي
وانا في فراشي لئلا طريقة قانونية من الممكن ان انجح بها وهي المدافعة التي استحضرتها واقدم
صورة منها لاطلاع سموكم عليها واعلامي بالبرقية عما اذا كان موافقين عليها ام لا - فان وافقتم
فالرجاء ارسال برقية بوجه السالي -

اغيوب المحامي بصره

" نوافق على مضمون كتابكم رقم ١٠٤ / ١ تاريخ ٢٣ أكتوبر سنة ١٩٣٤ "

على ان تصلني البرقية قبل يوم الاثنين ٢٠ رجب الحالي لاني يوم الاثنين ساسافر الى الفاو
فجرا لرؤية الدعاوى المذكورة -

الختام / والتوقيع



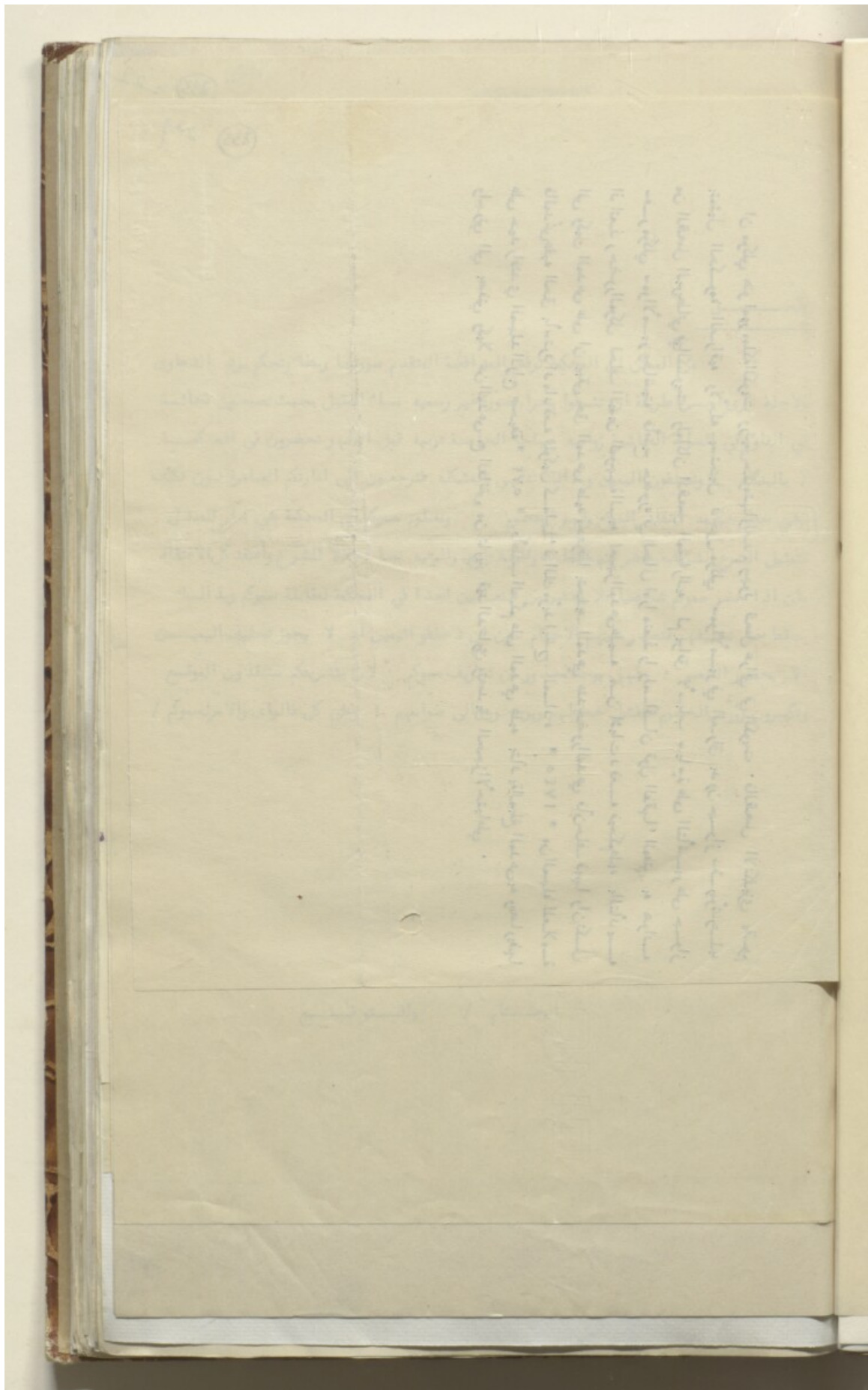


ملحق

من الممكن ان المحكمة ترفض المدافعة المتقدم صورتها ربطا وتحكم برد الدعاوى
ولاجله ارى احسن طريقة ان تشرفوا بحرا بصورة غير رسميه مساء العليل بحيث تصبحون فجأة
في الفاو وفي الساعة العاشرة زواله صباحا الخامسة عريه قبل الظهر تحضرون في المحكمة
(بالبنك) وتحلفون اليمين وبذلك تنتهي المشكله فترجعون الى امارتكم العامة دون تكلف
وهي خطة حكمه لانقاذ الموقع وقهر الخصوم = ومعلوم سموكم ان المحكمة هي دار العدل
لتمثيل الشرع الشريف يحضر فيها الملوك والسلاطين والرعيه معا اجلالا للشرع واعتقاد كل الاغنياء
بان اذا حضر سموكم شخصا فلا يحضر من التعابين احدا في المحكمة لمقابله سموكم وبذلك
يسقط حق تحليفهم فتصدر عليهم الاحكام دون ان تحلفوا اليمين اذ لا يجوز تحليف اليمين
الا بحضور الخصم . فهل يوجد محذور من تشريف سموكم . لان بتشريفكم ستنتقدون الموقع
وتكسرون رؤوس الخصوم فتفشل خططهم ويرجعون الى صوابهم . وعلى كل فالراي والامر لسموكم /



235 229
 ان موكل هو امور ملكة الكويت ورئيس حكومتها لمدوم وجود قصل عراقي في الكويت . فالقصل الانكليزي يقوم
 بتفصيل الحكومه العراقيه ولأجله يستعمل دخول موكل سمو الأمير في العراق بدون جواز سفر وشروطه
 من القصل البريطاني في الكويت ولما كان القصل المشار اليه لم يوافق لأسباب سياسية على التأشير على جواز
 سفر موكل سمو الأمير وحاشيته فأصبح حضوره في الحال امرا متعذرا ولما كان قول الفقهاء العتيق به هو انه
 اذا تمذرحضور الموكل لحلف اليمين الموجهة اليه لمجزر المدعي عليه من اثبات دفعه فيحكم عليه بالتأديمه
 الى وكل المدعي على ان يفي حق المدعي عليه محفوظا بتحليف المدعي عند حضور المدعي فان حلف فيها وان تكفل
 فالمدعي عليه الحق باسترداد ماله منه للوكيل كما حلفه نالك مؤيدا بشرح المادة ١٧٤٥ من المصلحة للعلامة
 على حيدرافندي المجلد الرابع صحيفة ٥٧٢ " فاطلب الحكم على المدعي عليه بتأديمه المبلغ المدعي به ومصاريفها
 واجرتي الي بصفتي وكلاء عن المدعي مع التأشير من تاريخ قيد الدعاوى وتصدق الحيز الاحتياطي .





CONFIDENTIAL.

No. C-282.

POLITICAL AGENCY,

KUWAIT,

The 26th October 1934.

From

Lt.-Colonel H.R.P. Dickson, C.I.E.,
Political Agent, Kuwait;

To

The Hon'ble the Political Resident
in the Persian Gulf, Bushire.

Shaikh of Kuwait's Date Gardens in Iraq.

Sir,

In continuation of my Confidential letter No.
C-281, dated the 25th October 1934, I have the honour to
forward for your information translation of

- (a) Letter No. R4/1787, dated the 25th October 1934,
from H.E. the Shaikh of Kuwait to me with
 - (b) Enclosure R-1/105, from Mr. Gabriel, dated the
23rd October 1934.
2. Both letters need no comments from me.

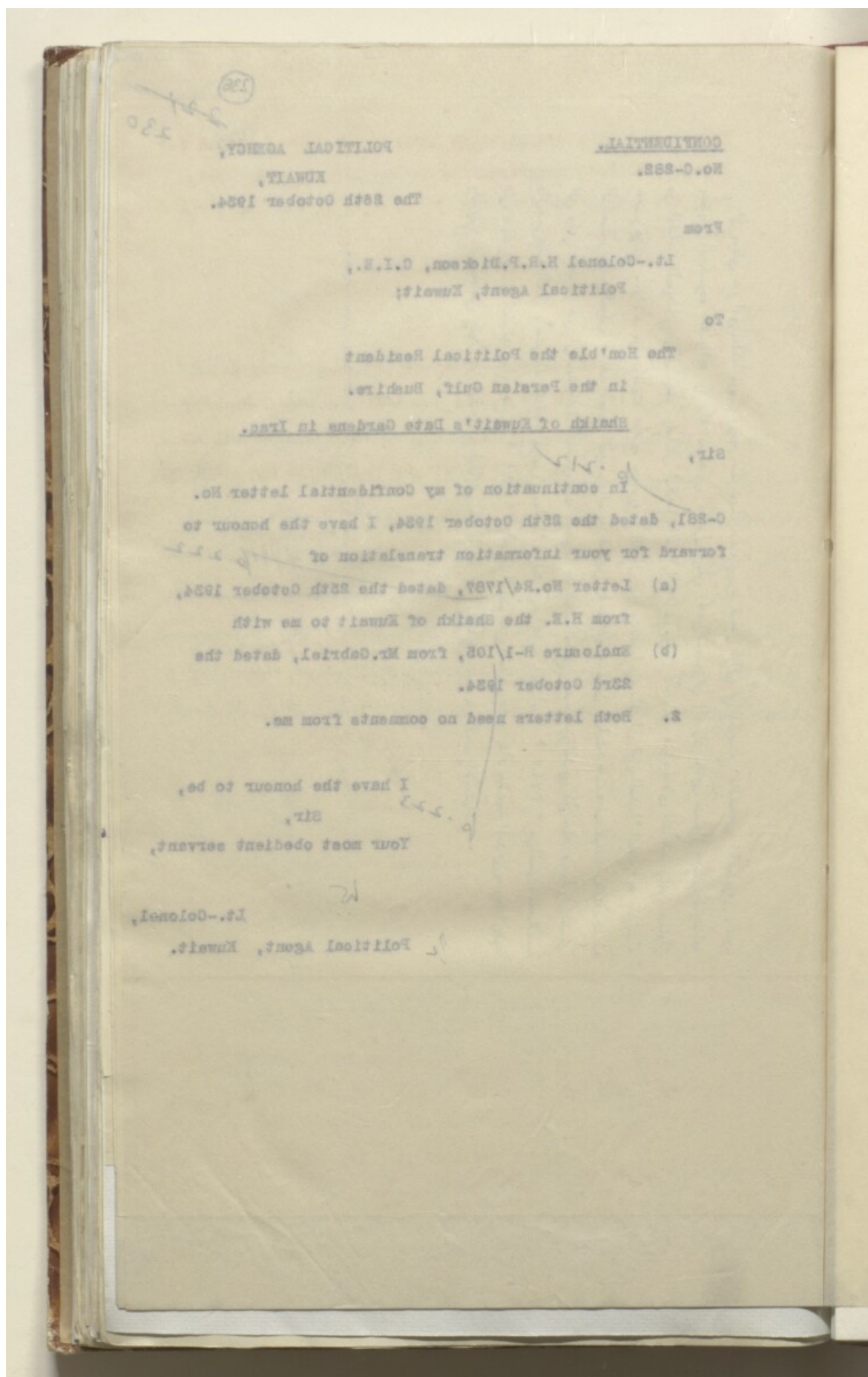
I have the honour to be,

Sir,

Your most obedient servant,

Lt.-Colonel,

Political Agent, Kuwait.



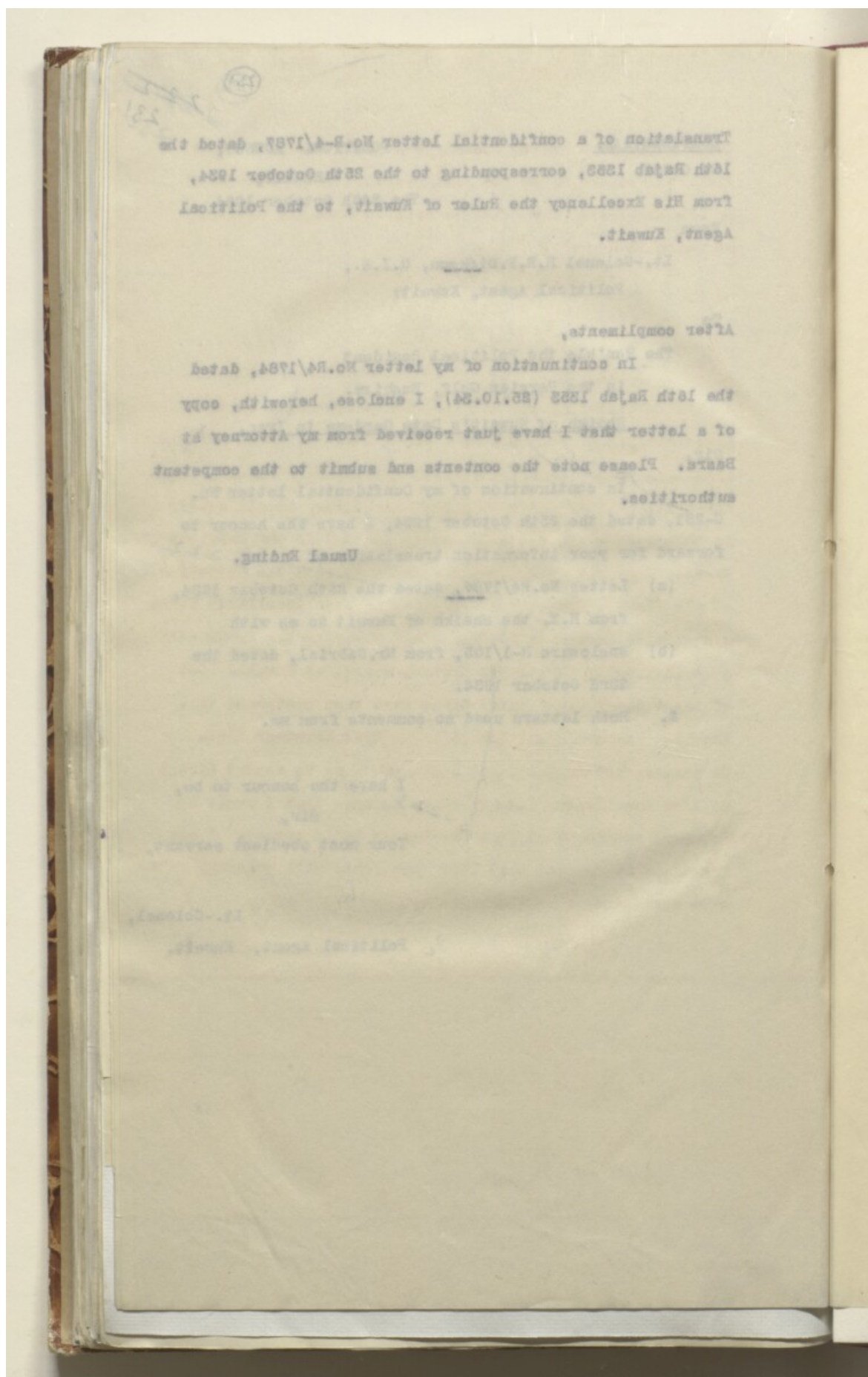


(237) 222
231
Translation of a confidential letter No.R-4/1787, dated the
16th Rajab 1353, corresponding to the 25th October 1934,
from His Excellency the Ruler of Kuwait, to the Political
Agent, Kuwait.

After compliments,

In continuation of my letter No.R4/1784, dated
the 16th Rajab 1353 (25.10.34), I enclose, herewith, copy
of a letter that I have just received from my Attorney at
Basra. Please note the contents and submit to the competent
authorities.

Usual Ending.





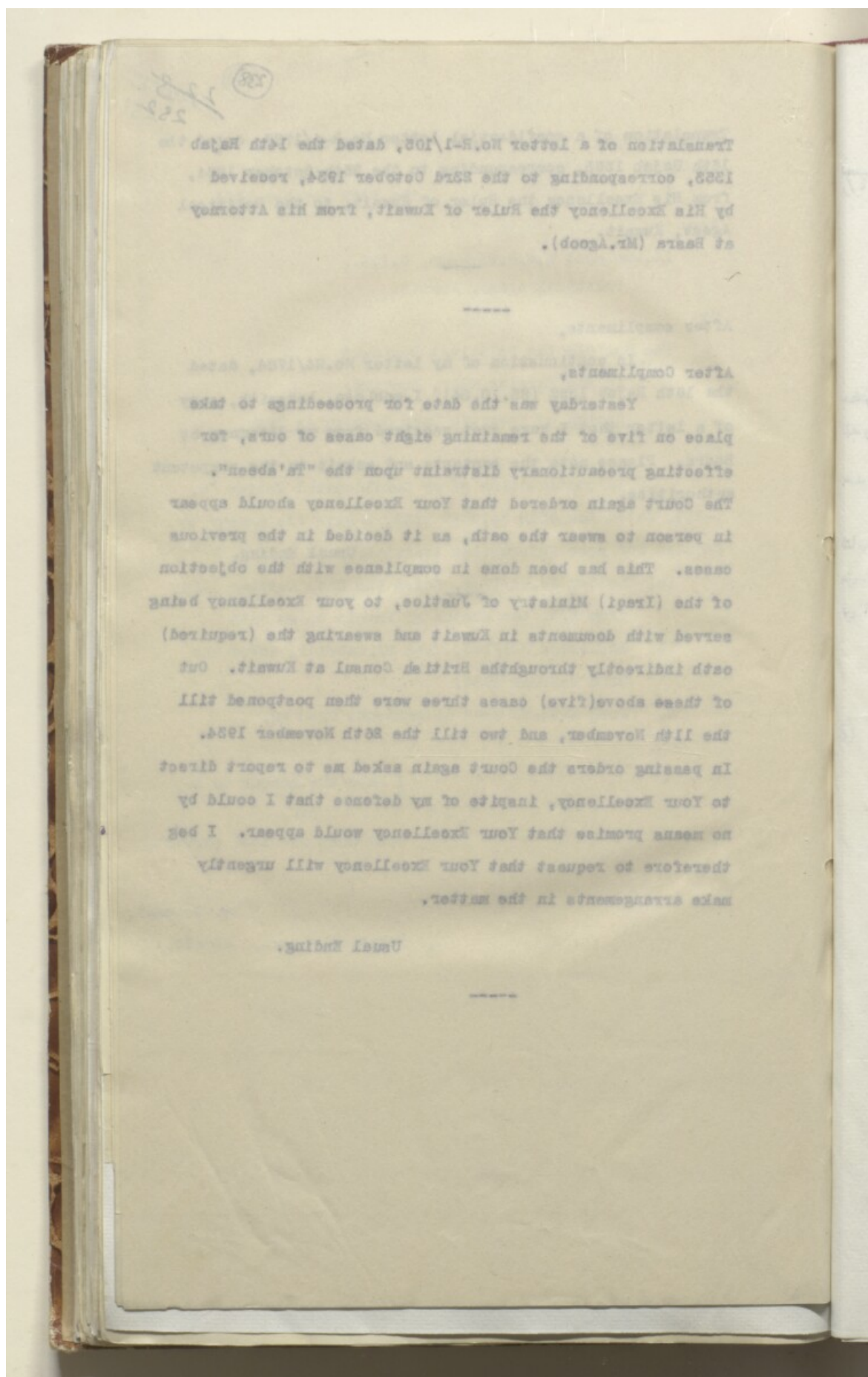
(238) 223
282

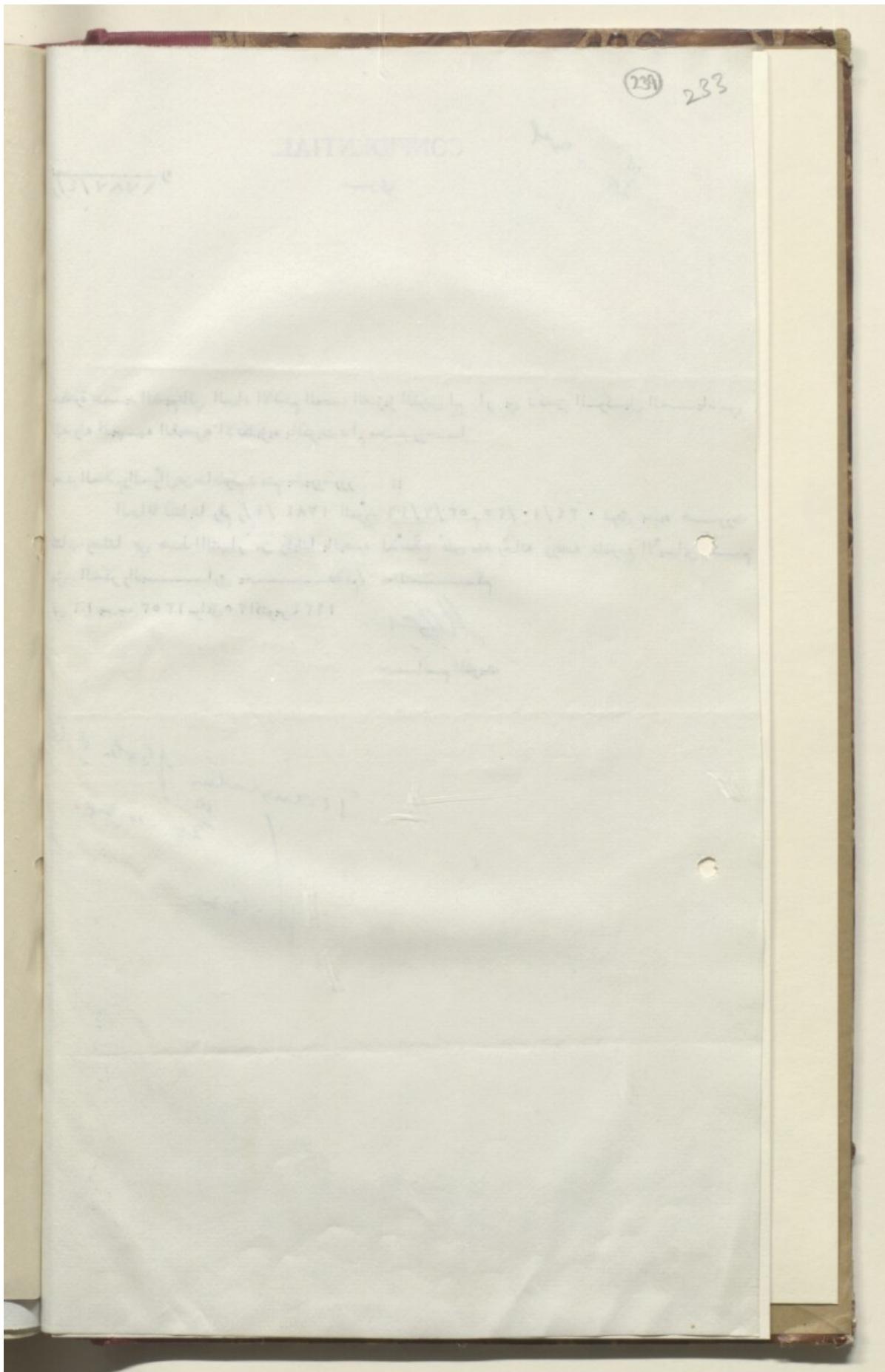
Translation of a letter No.R-1/105, dated the 14th Rajab 1353, corresponding to the 23rd October 1934, received by His Excellency the Ruler of Kuwait, from his Attorney at Basra (Mr.Agoob).

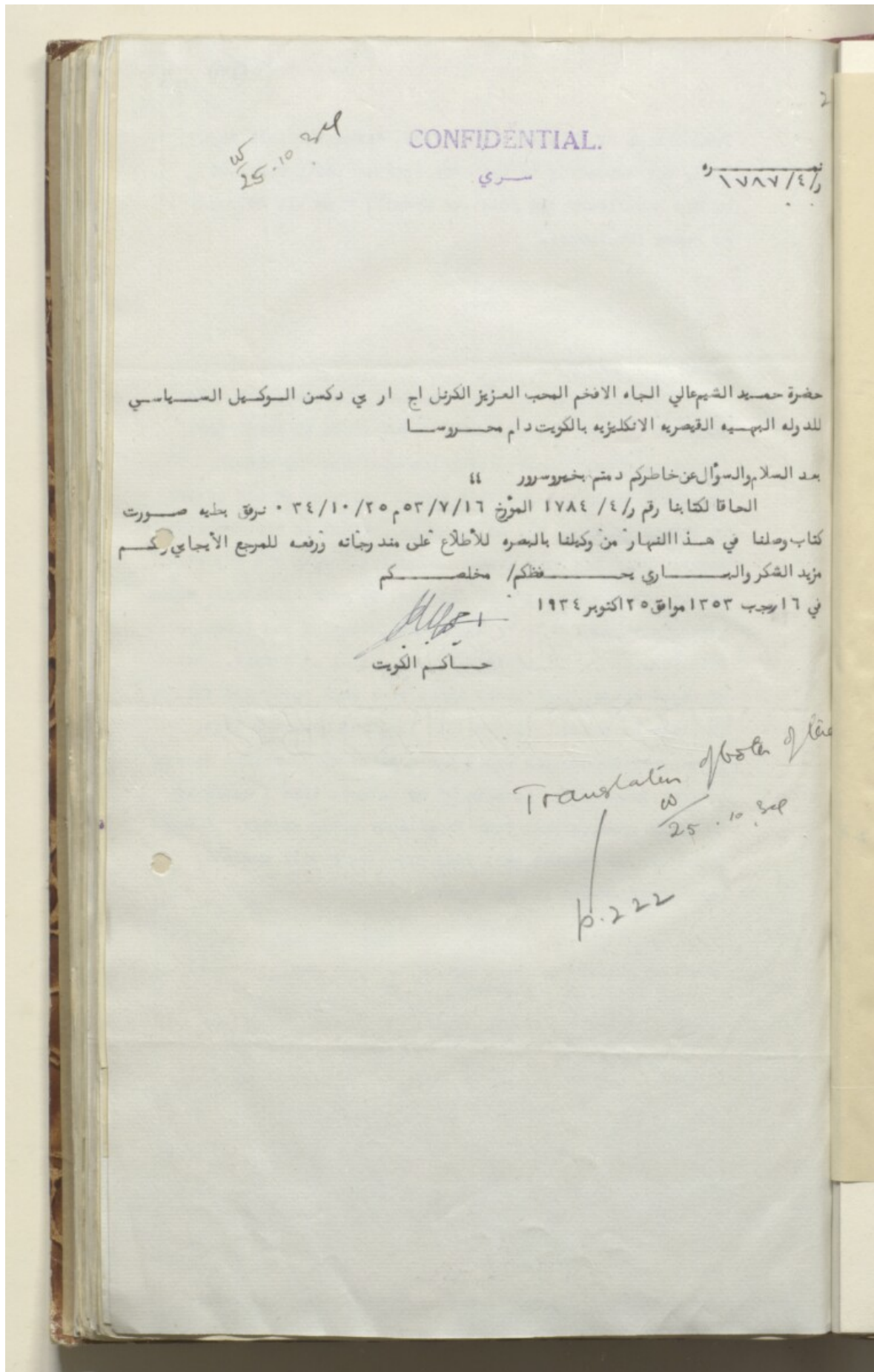
After Compliments,

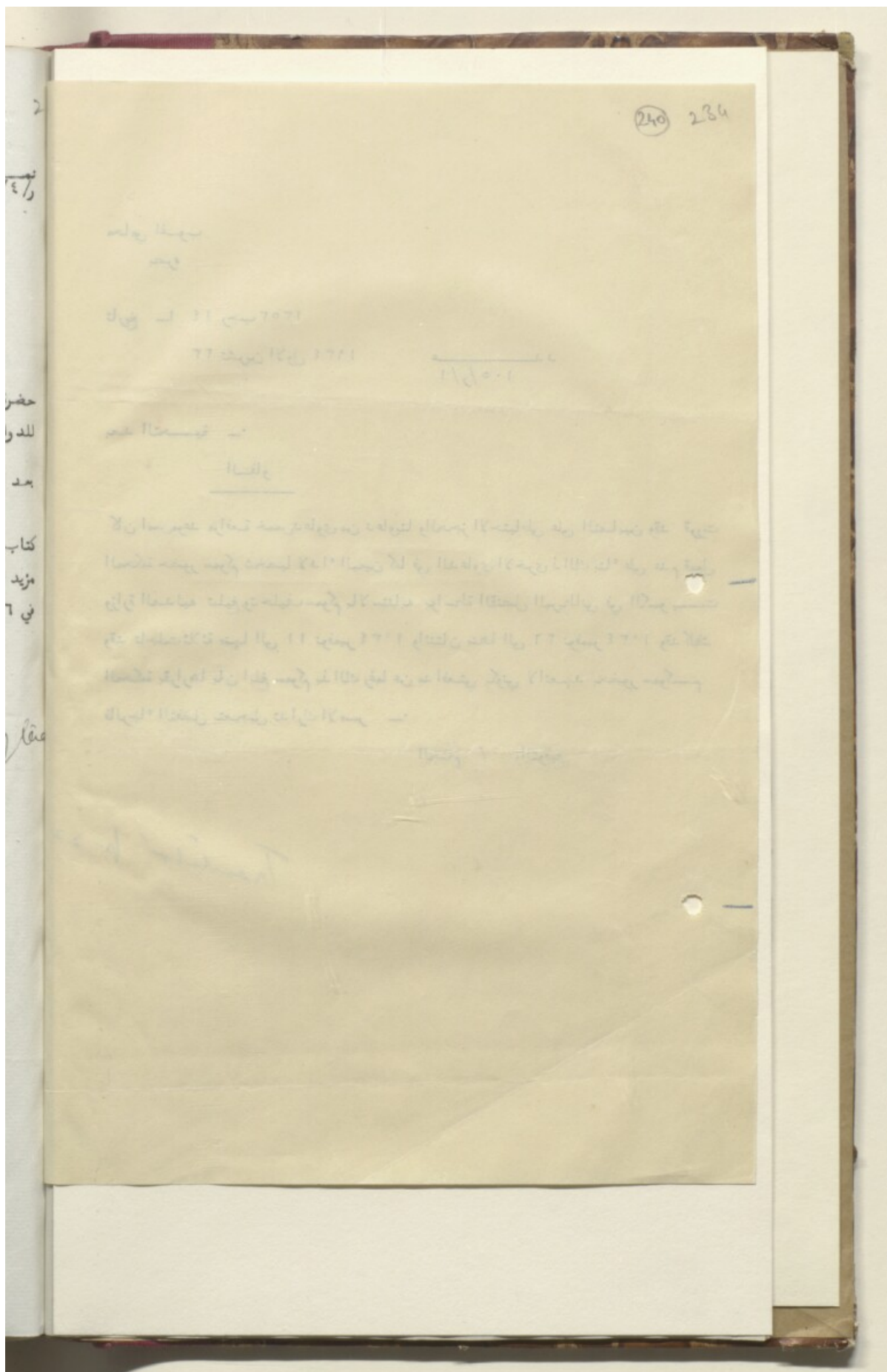
Yesterday was the date for proceedings to take place on five of the remaining eight cases of ours, for effecting precautionary distraint upon the "Ta'abeen". The Court again ordered that Your Excellency should appear in person to swear the oath, as it decided in the previous cases. This has been done in compliance with the objection of the (Iraqi) Ministry of Justice, to your Excellency being served with documents in Kuwait and swearing the (required) oath indirectly through the British Consul at Kuwait. Out of these above (five) cases three were then postponed till the 11th November, and two till the 26th November 1934. In passing orders the Court again asked me to report direct to Your Excellency, inspite of my defence that I could by no means promise that Your Excellency would appear. I beg therefore to request that Your Excellency will urgently make arrangements in the matter.

Usual Ending.











محامي اغيوب
بصره

تاريخ ١٤ رجب ١٣٥٣

٢٣ تشرين الاول ١٩٣٤

عدد
١٠٥/١

بعد التحية -

السقاو

كان امس موعد مراقبة خمس دعاوى من دعاويننا والحجز الاحتياطي على التعابين وقد قررت المحكمة حضور سموكم شخصا لاداء اليمين كما في الدعاوى الاخرى ذالك بنا على عدم قبول وزارة العدل عليه تبليغ وتحليف سموكم بالاستئناف بواسطة القنصل البريطاني في الكويت وقد تاجلت ثلاثة منها الى ١١ نوفمبر ١٩٣٤ واثنان منها الى ٢٦ نوفمبر ١٩٣٤ وقد كلفت المحكمة بقرارها بان ابلغ سموكم بذالك رغما عن مدافعتي بكوني لا اتعهد بحضور سموكم فالرجاء التفضل بتعجيل تدارك الامر -

الختام / والتوقيع

Translation p. 22

